

BOARD OF SUPERVISORS

AMENDED AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

JULY 22, 2014

8:30 A.M. YUBA COUNTY WATER AGENCY

ADDENDUM TO AGENDA - ADD TO COUNTY DEPARTMENTS ITEM E. Human Resources and Organizational Services

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**

A. Administrative Services

1. (291-14) Adopt resolution authorizing submittal of application, acceptance of allocation of funds, and execution of grant agreement by County Administrator with California Department of Transportation for Airport Improvement Program matching grant.
2. (292-14) Approve five year extension for Airport lease agreement with Coco Cola Bottling Company for lots 19 and 20, industrial park one, and authorize Chair to execute.

B. Clerk of the Board of Supervisors

1. (293-14) Reappoint Lea Bathelmes to the Strawberry Valley Cemetery District for a term to expire July 22, 2018.
2. (294-14) Reappoint Patricia Agles to the Wheatland Cemetery District for a term to expire July 22, 2018.
3. (295-14) Approve meeting minutes of July 8, 2014.

C. Community Development and Services

1. (296-14) Adopt resolution authorizing Public Works Director to enter into landscape maintenance agreements with State of California Department of Transportation and property owners required to install landscaping in street rights-of-way. (Land Use and Public Works Committee recommends approval)

D. County Administrator

1. (297-14) Approve letter agreement with Yuba Superior Court for Grand Jury services for Fiscal Year 2014-2015 and authorize Chair to execute.

E. Emergency Services

1. (298-14) Adopt resolution proclaiming the existence of ongoing local drought emergency in the County of Yuba.

F. Health and Human Services

1. (299-14) Approve the System Improvement Plan (SIP) for submission to the California Department of Social Services (Human Services Committee recommends approval)

<http://www.co.yuba.ca.us/Departments/HHSD/CWS/documents/SystemImprovementPlan2014-2019.pdf>

2. (300-14) Adopt resolution authorizing Health and Human Services Department to enter into Agreement with State of California, for the Multipurpose Senior Services Program and authorize Chair to execute any and all documents as required and pertinent to program, and authorize the acceptance of funds.

IV. **SPECIAL PRESENTATION**

- A. (301-14) Present proclamation proclaiming August 11, 2014 National Call Before You Dig Day. (Ten minute estimate)

V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (302-14) Approve Memorandum of Understanding with Yuba County Water Agency relating to construction of Sheriff radio tower and supporting infrastructure and authorize Chair to execute. (Ten minute estimate)
2. (303-14) Approve amendment to agreement with INDIGO/ Hammond & Playle Architects, for design and incorporation of a communication room for Yuba County Water Agency in the new Sheriff's facility and authorize Chair to execute same. (Ten minute estimate)

B. Community Development and Services

1. (304-14) Adopt resolution confirming report of delinquent solid waste collection charges and order of assessment on property tax roll related to Recology Yuba Sutter. (Ten minute estimate)

C. Health and Human Services

1. (305-14) Approve agreement with California Department of Public Health, California Epidemiologic Investigation Services and authorize Chair to execute same. (Ten minute estimate)
2. (306-14) Approve County Employee Wellness Program and authorize funding program in the amount \$50,000

D. Sutter-Yuba Mental Health

1. (307-14) Adopt resolution dissolving the Mental Health and Substance Abuse Advisory Boards and forming a newly combined board named Sutter-Yuba Behavioral Health Advisory Board with integrated selected duties and approving Board Bylaws. (Ten minute estimate)

E. Human Resources and Organizational Services

1. (315-14) Approve Master Labor Agreement with Yuba County Employees' Association, authorize Chair to execute same, and approve amendment to classification system-basic salary/hourly schedule regarding differential pay adjustment for Cook classification assigned to Sheriff's Department. (Fifteen minute estimate)

VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. (308-14) Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 3.40 of the Yuba County Ordinance Code as it relates to Public Employees' Retirement System to include Pre-Retirement Option 2W Death Benefit for local safety members. (Ten minute estimate)

- B. (277-14) Ordinance - Hold public hearing and adopt ordinance adding Chapter 8.100 to Title VIII of the Yuba County Ordinance Code relating to the prevention of nut crop theft. (Second reading. Continued from July 8, 2014) (Ten minute estimate)

VIII. **CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.**

- A. (310-14) Resolution from City of Wheatland regarding consolidation of city election with the statewide election.
- B. (311-14) Annual report from Yuba County Commission on Aging for fiscal year 2012-2013.
- C. (312-14) Letter from Reclamation District 784 regarding 2014-2015 Benefit Assessments.
- D. (313-14) Notice from State of California Fish and Game Commission regarding change of location for hearings on proposed regulatory actions scheduled for August 6, 2014 in San Diego.
- E. (314-14) Audit Report from California State Controller for the Yuba County Road Fund dated July 1 2004 through June 30, 2011.

IX. **BOARD AND STAFF MEMBERS' REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.**

X. **CLOSED SESSION**

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 005-220-086 (Owners Robert Glen Wood and Marilyn Jean Wood) Revocable Trust Negotiating Parties: Mike Lee Negotiation: Terms of Payment
- B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case
- C. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case
- D. Pending litigation pursuant to Government Code §54956.9(d)(1) - Jolene Tomko vs. Cleotha Adams et al
- E. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release - Two Matters
- F. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian

XI. **ADJOURN**

Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. (309-14) Consider agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and County Children's Trust Fund programs - Health and Human Services (Five minute estimate)

7/25/2014 - 8:30 A.M. Bi-County Juvenile Hall/Mental Health Committee
Juvenile Hall Administration Building
Conference Room
1023 Fourteenth Street
Marysville California

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

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CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy– Director




AIRPORT 741-
BUILDING & GROUNDS 749-
FACILITIES MANAGEMENT 749-7880
INFORMATION SERVICES 749-7891
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880

(530) 749-7880
FAX (530) 749-7936

291 -14

July 22, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

Recommendation:

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the State Department of Transportation, Division of Aeronautics, for an Airport Improvement Program (AIP) matching grant and authorize the County Administrative Officer to execute the grant application and accept the grant offer.

Background:

The grant funds requested are for the "Design of the North Apron Reconstruction" with an estimated cost of \$144,300. The construction grant funds will be made by a separate grant offer at a later date and will be brought to the Board for approval at that time.

Discussion:

The Federal Aviation Administration has approved a 90 percent grant allocation for this design project. The State Division of Aeronautics provides matching grants in the amount of 5.0 percent of the federal grant share of the Airport Improvement Program grants. This would amount to approximately \$6,494 of a \$144,300 project, leaving the amount of \$7,936 to be funded by the Airport Enterprise Fund 130, after the federal share of \$129,870.

Committee Action:

This item was not presented to the Public Facilities as it is considered a routine agenda item and the Board approved the federal grant application submittal on May 13, 2014.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING THE
SUBMITTAL OF AN APPLICATION,
ACCEPTANCE OF AN ALLOCATION OF
FUNDS, AND EXECUTION OF A GRANT
AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION,
FOR AN AIRPORT IMPROVEMENT
PROGRAM (AIP) MATCHING GRANT**

Resolution No. _____

WHEREAS, the California Department of Transportation has authorized under the California Aid to Airports Program the making of matching grants to public airports to aid in financing the construction of specific airport projects approved under the Federal Aviation Administration Airport Improvement Program; and

WHEREAS, the County of Yuba has applied for and received approval for an Airport Improvement Program Grant from the Federal Aviation Administration, identified as FAA AIP 14-3-06-0149-015-2014, to aid in financing the design of the north apron pavement reconstruction; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

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BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to sign any documents required to apply for and accept these subject funds on behalf of the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of July ____, 2014, by the following vote:

AYES:

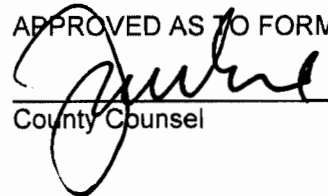
NOES:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:



County Counsel

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

PUBLIC ENTITY	AIRPORT NAME	PERMIT NO.
COUNTY OF YUBA	YUBA COUNTY AIRPORT	58-1
CONTACT NAME	TITLE	
MARY A. HANSEN	AIRPORT MANAGER	
BUSINESS ADDRESS	BUSINESS PHONE	
1364 SKY HARBOR DRIVE, OLIVEHURST, CA 95961	(530) 741-6248	

PART II. PROJECT INFORMATIONVerify that project is within the Department's most recent Capital Improvement Plan: ☒ YES ☐ NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan):
Attach Additional Sheets If Necessary

North Apron Reconstruction

FEDERAL GRANT	\$ 129,870.00
APPLICANT FUNDS	\$ 7,936.00
STATE * FUNDS	\$ 6,494.00
TOTAL COST OF PROJECT	\$ 144,300.00

* Maximum is 5% of the federal grant amount

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 - Copy of Notice of Exemption or provide the Categorical Exemption Class # _____ (CEQA Guidelines Sections 15300-15333)
 - Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE
	COUNTY ADMINISTRATIVE OFFICER
PRINT NAME	DATE
ROBERT BENDORF	

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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The County of Yuba

Department of Administrative Services

Doug McCoy, Director




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(530) 749-7880
FAX (530) 749-7836

July 22, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director 

SUBJECT: APPROVE AIRPORT LEASE AGREEMENT 5-YEAR EXTENSION FOR COCA COLA BOTTLING COMPANY FOR LOTS 19 & 20, INDUSTRIAL PARK 1

Recommendation:

It is recommended that the Board approve the subject airport lease agreement extension and authorize the Chairman to execute the same.

Background:

The attached is a lease extension letter submitted by the company to extend the lease term another 5 years.

Discussion:

The subject lease is a 45-year lease with the Coca Cola Bottling Company that began on December 1, 1969, and will expire on November 30, 2014. The lease calls for a 5-year extension commencing at the expiration of the original 45-year term for the same rental and under the same terms and conditions,. The company has submitted the subject lease extension letter to exercise the option and did requested same within the six months before the expiration as required by the lease terms. The lease extension will expire on November 30, 2019.

Committee Action:

This item was brought before the Public Facilities Committee on July 8, 2014, and recommended by the Committee for approval by the Board.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The lease provides the Airport Enterprise Fund \$411 per year for the property.

Attachments

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Coca-Cola Refreshments
 2500 Windy Ridge Parkway
 Atlanta, GA 30339
 T 770 989 3000
 F 770 989 3885

March 24, 2014

VIA FEDEX

✓
 County of Yuba
 County Clerk
 Courthouse
 Marysville, California 95901

And

Mary Hansen
 Airport & Enterprise Zone Manager
 1364 Sky Harbor Drive
 Marysville, California 95901

Re: Lease dated November 25, 1969, as amended April 14, 1970, March 14, 1972, July 12, 1972 and July 25, 2000; and as assigned March 6, 1972, March 10, 1972 and July 15, 1975 (the "Lease"); between County of Yuba ("Lessor") and BCI Coca-Cola Bottling Company of Los Angeles, successor by merger to Coca-Cola Bottling Company of California ("Lessee") for property located at the Yuba County Airport in Yuba County, California (the "Premises")

Dear County Clerk and Ms. Hansen:

Pursuant to Paragraph 4 of the Lease, we hereby give notice that we are exercising our option to extend the Term of the Lease for one (1) additional period of five (5) years commencing on December 1, 2014 and ending November 30, 2019 at the current base rental rate of \$411.00 per year payable in advance on the 1st day of December of each and every year beginning December 1, 2014.

Further, please be advised that the address for notices for the Lessee as provided in Paragraph 19 of the Lease is hereby changed to the following:

BCI Coca-Cola Bottling Company of Los Angeles
 c/o Coca-Cola Refreshments USA, Inc.
 2500 Windy Ridge Parkway
 Atlanta, GA 30339
 Attn: Vice President of Real Estate

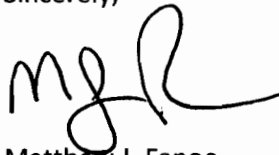
County Clerk and Ms. Hansen

March __, 2014

Page 2

Please sign below to acknowledge receipt of this notification of Lease Extension and return the signed letter by e-mail to cehutchingsburr@coca-cola.com or by fax at 770-200-8867. If you have any questions regarding this letter, please do not hesitate to contact me at (770) 989-3103.

Sincerely,



Matthew J. Fano

Vice President, Real Estate

I hereby acknowledge receipt of this letter
this the ____ day of March, 2014.

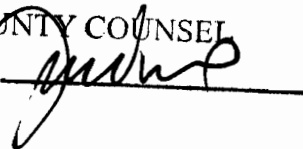
COUNTY OF YUBA

By: _____

Its: _____

Cc: Celeste H. Burr
Shirley Kollar

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: _____



The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Strawberry Valley Cemetery District Appointment**

Date: July 22, 2014

Recommendation

Reappoint Lea Barthelmes to the Strawberry Valley Cemetery District for a term to expire July 22, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Barthelmes term. Ms. Barthelmes has been serving the District since since 2006 and wishes to continue.

In light of the expressed interest, it would be appropriate to appoint at this time.

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

JUN 3 2014

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: STRAWBERRY VALLEY CEMETERY DISTRICT

APPLICANT NAME:

Cynara (Lea) Barthelmes

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Project monitor / Substitute Teacher

REASONS YOU WISH TO

SERVE ON THIS BODY:

Concerned local resident / Honorary
Mayor of SVV since 2005.

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Chairperson of the Strawberry Valley
Cemetery District

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

Subject: Wheatland Cemetery District Appointment

Date: July 22, 2014

Recommendation

Reappoint Patricia Agles to the Wheatland Cemetery District for a term to expire July 22, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Angle's term. Ms. Angle has been serving the District since 2012 and wishes to continue.

In light of the expressed interest, it would be appropriate to appoint at this time.

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

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The County of Yuba

B O A R D O F S U P E R V I S O R S



JULY 8, 2014 - MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Nicoletti presided.

A moment of silence for the 4,500 American soldiers lost in the Middle East conflict was held.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All present.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve Consent MOVED: Mary Jane Griego SECOND: Hal Stocker
 AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe
 NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (265-14) Approve workshop minutes of June 17 and regular meeting of June 24, 2014. Approved as written.

B. Clerk-Recorder/Elections

1. (266-14) Accept Certification of Vote for the June 3, 2014 Statewide Primary Election. Accepted.

C. Community Development and Services

1. (267-14) Adopt resolution authorizing Community Development and Services Director or his designee to complete the purchase of single family residences APN's 020-492-018 and 020-462-003 as part of the Neighborhood Stabilization Program and execute all documents necessary for completion of purchase, rehabilitation reconstruction, and resale. Adopted Resolution No. 2014-49, which is on file in Yuba County Resolution Book No. 45.
2. (268-14) Adopt resolution authorizing the Public Works Director to enter into a contract with the State of California Department of Transportation to improve the at-grade railroad crossing on Ellis Road and authorizing execution of all documents, agreements, and payment request to complete project. Adopted Resolution No. 2014-50, which is on file in Yuba County Resolution Book No. 45.

3. (269-14) Authorize Auditor/Controller to disburse \$451,096.59 in Measure D funds from Fund 807 to County Road Fund for \$428,767.31, to City of Marysville for \$18,043.86, and to City of Wheatland for \$4,285.42. Approved.

D. Emergency Services

1. (270-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2014-51, which is on file in Yuba County Resolution Book No. 45.

E. Health and Human Services

1. (271-14) Approve memorandum of understanding with Sutter-Yuba Mental Health Services for CalWorks participants and authorize Chair to execute. (Human Services Committee recommends approval) Approved.

IV. SPECIAL PRESENTATION

- A. (272-14) Present proclamation proclaiming July as Sexual Assault Awareness Month. (Ten minute estimate) Chairman Nicoletti read and presented proclamation to Project Director Marina Cavanaugh who recapped activities to raise awareness and funds.

V. PUBLIC COMMUNICATIONS:

Supervisor Abe commended Public Works staff regarding Algodon Road bridge overlay project.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. (273-14) Adopt resolution to approve funding plan for construction of the Feather River Boulevard interchange project. (Ten minute estimate) Public Works Director Mike Lee recapped the project and responded to Board inquiries.

MOTION: Move to adopt MOVED: Mary Jane Griego SECOND: John Nicoletti
AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-52, which is on file in Yuba County Resolution Book No. 45.

2. (274-14) Receive update on Gold Village and approve prohibitions of outdoor watering at Gold Village effective immediately. (Fifteen minute estimate) Public Works Director Mike Lee recapped current drought conditions and resultant water level drops of 100 feet in water supply wells to residents and increased water usage, and advised of town hall meeting and noticing to residences prohibiting outdoor watering. Mr. Lee responded to inquiries.

The following individual spoke:
Mr. Greg Bock, Gold Village resident

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

B. County Administrator

1. (275-14) Approve memorandum of understanding with Yuba County Superior Court for services provided by Auditor-Controller, Treasurer-Tax Collector, Human Resources, and Administrative Services and authorize Chair to execute same. (Ten minute estimate) County Administrator Robert Bendorf recapped the agreement authorizing services provided by certain county departments and responded to Board inquiries.

MOTION: Move to approve MOVED: Hal Stocker SECOND: Mary Jane Griego
AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

C. Human Resources and Organizational Services

1. (276-14) Adopt resolution amending the Classification System - Basic Salary/Hourly Schedule in its entirety. (Ten minute estimate) Deputy Director Jill Abel recapped changes and responded to inquiries.

MOTION: Move to adopt MOVED: Roger Abe SECOND: Hal Stocker
AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti, Mary Jane Griego
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-53, which is on file in Yuba County Resolution Book No. 45.

VII. ORDINANCES AND PUBLIC HEARINGS: The clerk read disclaimer.

- A. (277-14) Ordinance - Hold public hearing and introduce ordinance adding Chapter 8.100 to Title VIII of the Yuba County Ordinance Code relating to the prevention of nut crop theft. (Ten minute estimate) Agricultural Commissioner Louie Mendoza recapped the purpose, implementation, and penalties of the ordinance and responded to Board inquiries.

Chairman Nicoletti opened the public hearing. The following individuals spoke:

- Mr. Steve Wigley, grower
- Mr. Donald Norene, Sutter County grower
- Ms. Claudia Street, Yuba Sutter Farm Bureau

MOTION: Move to close public hearing, waive reading, and introduce ordinance
MOVED: Roger Abe SECOND: Hal Stocker
AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti, Mary Jane Griego
NOES: None ABSENT: None ABSTAIN: None

- B. (278-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 962 Virginia Avenue, West Linda (Stokes, Doug), in the amount of \$31,203.48. (Ten minute estimate) Code Enforcement Manager Jeremy Strang provided a Power Point depicting photos of dwelling violations and responded to inquiries.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt findings

MOVED: Mary Jane Griego SECOND: Hal Stocker

AYES: Mary Jane Griego, Hal Stocker, Andy Vasquez, John Nicoletti, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

- C. (279-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 6025 Alpine Way, East Linda (Estate of Frasier, Vernie A. and Pauline), in the amount of \$18,787.96. (Ten minute estimate) Code Enforcement Manager Jeremy Strang provided a Power Point depicting photos of dwelling violations and responded to inquiries.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt findings

MOVED: Hal Stocker SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti, Mary Jane Griego

NOES: None ABSENT: None ABSTAIN: None

- D. (280-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 1599 Third Avenue, Olivehurst (Baker, Billy D. and Sondra), in the amount of \$23,011.28. (Ten minute estimate) Code Enforcement Manager Jeremy Strang provided a Power Point depicting photos of dwelling violations, advised Well Fargo Bank provided partial payment of \$8,000 and noticing for final demand payment of remaining amount would be issue which would include advisement of recording of lien if there were no further payments in the amount of \$15,011.28 and responded to inquiries.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing, accept funds, and adopt amended findings of fact and abatement costs and penalties of \$15,011.28 and recording of lien

MOVED: Mary Jane Griego SECOND: Andy Vasquez

AYES: Andy Vasquez, Mary Jane Griego, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

- E. (281-14) Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and abatement costs and penalties and recording of lien regarding 1978 Hammonton Smartsville Road, East Linda (Estate of Charles Kimpton), in the amount of \$16,973.78. (Ten minute estimate) Code Enforcement Manager Jeremy Strang provided a Power Point depicting photos of dwelling violations and responded to inquiries.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt findings

MOVED: Mary Jane Griego SECOND: Andy Vasquez

AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

- F. (282-14) Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District for Fiscal Year 2014/15. Public Works Director Mike Lee advised there were no changes in assessments.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt resolution

MOVED: Hal Stocker

SECOND: Andy Vasquez

AYES: Hal Stocker, Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-54, which is on file in Yuba County Resolution Book No. 45

- G. (283-14) Public Hearing - Hold public hearing and adopt resolution determining and imposing assessments with Linda Street Lighting Maintenance District for Fiscal Year 2014/15. Public Works Director Mike Lee advised there were no changes in assessments and responded to inquiries regarding proposed improvements.

Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close hearing and adopt resolution

MOVED: Mary Jane Griego

SECOND: Andy Vasquez

AYES: Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe, Hal Stocker

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2014-55, which is on file in Yuba County Resolution Book No. 45

VIII. CORRESPONDENCE: The Board may direct any item of informational correspondence to a department head for appropriate action.

- A. (284-14) Four notices from California Fish and Game Commission regarding regulations relating to tiger salamanders, commercial hagfish traps, harvesting herring and herring eggs, and rare plants. Accepted.
- B. (285-14) Letter from Loma Rica Browns Valley Community Services District regarding Dispatch Memorandum of Understanding with Yuba County Office of Emergency Services. (Copy provided to County Administrator Office)

The following individuals spoke:

- General Manager Jackie Poggi
- CalFire Unit Chief Chris Desena

County Administrator Robert Bendorf responded to inquiries and recapped the proposed memorandum of understanding language to memorialize providing dispatch services for foothill fire districts.

- C. (286-14) Notice from Yuba County Auditor enclosing the Independent Audit of the financial records for Foothill Fire Protection District for years ending June 30, 2012 and 2013. Accepted.
- D. (287-14) Annual Report from Sutter Yuba Mental Health Services for Substance Abuse Advisory Board Fiscal Year 2013-2014. Accepted.

- IX. BOARD AND STAFF MEMBERS' REPORTS: This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

Supervisor Stocker: Memorial Adjournment – Mr. Charles Edgman Jr.

Supervisor Abe:

- Wheatland Lions Club July 4th BBQ
- Town hall meeting regarding Gold Village water issues June 30, 2014
- Wheatland master tax sharing agreement
- Junior livestock auction at Yuba Sutter Fair

Supervisor Griego:

- LAFCO Directors meeting July 2, 2014
- CALAFCO Directors meeting July 11, 2014
- Naturalization Ceremony June 27, 2014

Supervisor Nicoletti: Peach Tree Health Care optical program

- X. CLOSED SESSION: The Board retired into closed session at 11:28 a.m. and returned at 12:31 p.m. with all present as indicated above.

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba By unanimous vote the Board gave direction.
- B. Pending litigation pursuant to Government Code §54956.9(e)(3) - One Claim/Hofman, Frances By unanimous vote the Board denied claim.
- C. Personnel pursuant to Government Code §54957 - Public Appointment Public Health Officer Recruitment By unanimous vote the Board gave direction.
- D. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel Completed evaluation.

- XI. ADJOURN: 12:39 p.m. in memory of Mr. Charles Edgman Jr.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



296-14

BUILDING
749-5440 • Fax 749-5440

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

July 22, 2014

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: RESOLUTION TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO ENTER INTO LANDSCAPE MAINTENANCE AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND WITH PROPERTY OWNERS REQUIRED TO INSTALL LANDSCAPING IN STREET RIGHTS-OF-WAY.

RECOMMENDATION:

Approve the resolution authorizing the Public Works Director to enter into Landscape Maintenance Agreements with the State of California Department of Transportation (Caltrans) and with property owners when required to install landscaping within State or County right-of-way.

BACKGROUND:

Yuba County Ordinance Code 12.87.035 (3) requires commercial developments to install landscaping within the street rights-of-way as part of their development. Landscaping areas may be within the State's right-of-way or the County's.

Caltrans previously required abutting property owners to enter into maintenance agreements with the State to maintain landscaping placed within the State's right-of-way. Caltrans' new policy requires local governmental agencies to enter into maintenance agreements instead of the abutting property owner when landscaping is placed within the State's right-of-way. This, in turn, puts the onus on the County to enter into landscape maintenance agreements directly with the property owner on the State's behalf. The reason the State changed its policy is because it does not have a mechanism, like the County does, to lien the property if the owner fails to adequately maintain the landscaping.

DISCUSSION:

The Dollar General Retail Store on McGowan Parkway is the first case where Caltrans has required the County to maintain a commercial developer's landscaping placed within the State's right-of-way. Caltrans is requiring a modification to the existing maintenance agreement for McGowan Parkway between the State and the County to include the landscaping and sidewalks placed within the State's right-of-way.

In turn, the County is requiring the abutting property owner to enter into a maintenance agreement with the County (draft agreement attached) to maintain landscaping that is placed within the State's right-of-way. The agreement will also require the property owner to adequately maintain landscaping placed within the County's rights-of-way.

This scenario will likely occur more often as commercial businesses are developed. Therefore, the Resolution authorizes the Public Works Director, with County Counsel approval, to enter into maintenance agreements with Caltrans as the need arises, and to enter into maintenance agreements with abutting property owners when their landscaping is placed within State and/or County right-of-way.

FISCAL IMPACT:

There should be no fiscal impact to the County. Abutting property owners will be required to maintain landscaping placed in State or County right-of-way. The property owner will be required to reimburse the County for any costs incurred by the County for enforcing the terms of the agreement, and a lien will be placed on the property for failure to pay the required reimbursement.

COMMITTEE ACTION:

The Land Use and Public Works Committee recommended approval to the full Board on July 8, 2014.

Recording Requested by
and When Recorded Return to:

Yuba County Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

Space above this line for Recorder's use

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY 70 RIGHT OF WAY IN THE COUNTY OF YUBA**

APN: 014-190-050

PROJECT NAME: DOLLAR GENERAL RETAIL STORE

This Agreement for Landscape Maintenance Within State Highway 70 Right of Way and Within McGowan Parkway Right of Way in the County of Yuba ("Agreement") is made and executed effective this _____ day of _____, 2014, by and between the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County," and Highmark Land Company, LLC, hereinafter referred to as "Owner," together referred to as "Parties".

WHEREAS, Owner is the owner of certain real property located at 1990 McGowan Parkway, in Yuba County, State of California, Assessor's Parcel No. 014-190-015, as legally described in "Exhibit B" of this Agreement, known herein as the "Property".

WHEREAS, Owner is the developer of a land use project located on the Property, known as the Dollar General Retail Store (B13-0649), hereafter the "Project".

WHEREAS, the Parties desire to work together to allocate their respective obligations relative to newly constructed or revised improvements related to the Project located within the State of California's Highway 70 right of way and the County's McGowan Parkway right of way in accordance with Yuba County Plan Set PW13-0099, a copy of which is on file with the County's Public Works Department.

WHEREAS, Owner's "Maintenance Responsibilities" are described and/or illustrated in "Exhibit C", attached hereto and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, County and Owner agree as follows:

DRAFT ATTACHMENT

1. Owner shall have all maintenance responsibilities that include, but are not limited to inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "Maintenance Responsibilities") as described in Exhibit C and also agrees to assume the County responsibilities as described within the Agreement between the County and the State Department of Transportation, herein attached and included as Exhibit D.
2. If Owner ceases to perform the Maintenance Responsibilities to the satisfaction of the County as provided for in this Agreement, the County may either undertake to perform those Maintenance Responsibilities on behalf of Owner at Owner's expense or direct Owner to remove improvements, or may itself remove at Owner's sole expense, improvements as described in Exhibit C and in Plan Set PW13-0099 and restore State's right of way to its prior or a safe operable condition, as determined at County's sole and absolute discretion. Should the County be compelled to complete the work because of the failure or refusal of Owner to do so, Owner hereby expressly consents and agrees to allow the County access to and entry upon property owned and/or controlled by Owner consisting of the Property and any other necessary property interest. The right of entry provided by this Agreement shall extend to the County's contractors, agents, designees, and employees to the full extent necessary to complete the work. Owner hereby agrees to pay said County expenses within thirty (30) days of receipt of billing by County. However, prior to County performing Maintenance Responsibilities or removing improvements, County will provide written notice to Owner to cure the default and Owner will have thirty (30) days within which to affect that cure. Should Owner fail to pay expenses incurred by County for performance of Maintenance Responsibilities or any other right or obligation under this Agreement, Parties agree that County may use any available legal remedy to recover costs of performing those Maintenance Responsibilities and/or performing any other County right or obligation under this Agreement, including placement of a property lien and/or other encumbrances and/or formation of a financing entity as described in Paragraph 3 herein. Any action taken under this provision shall be consistent with the conditions of approval applicable to the Property.
3. Owner waives for itself and its successors and assigns any objection and/or protest to the formation of a County Service Area, assessment district, special district or other financing mechanism whose sole or partial purpose is the collection of fees or other charges for the purpose of performing the obligations of Owner as contained herein, and the institution and collection of said monies pursuant thereto. In the event any such district is formed and assessments are actually imposed, the Parties agree mutually, if so requested in writing by the County, to terminate this Agreement and to record a release of this Agreement in the Official Records of Yuba County.
4. This Agreement shall be recorded against the Property and shall constitute an equitable servitude thereon in accordance with California Civil Code Section 1468. Owner consents to the recording of this Agreement in the Official Records of Yuba County.

Owner agrees to notify any successor owner of the existence of this Agreement and the terms and conditions hereof.

5. This Agreement may be terminated by mutual written consent by the Parties. In the event of default by Owner or the County's written determination that this Agreement is no longer in the public interest, County shall have the right at its sole and absolute discretion to terminate this Agreement.
6. This Agreement shall become effective on the date first shown above and shall remain in full force and effect until amended or terminated as provided for herein.
7. This Agreement is the result of the joint efforts and negotiations of Parties hereto. The Parties agree that this Agreement shall be interpreted as though each of the Parties participated equally in the composition of this Agreement and each and every part of it. The Parties agree that each has been afforded the opportunity to consult with the attorney of its choosing prior to execution hereof. This Agreement constitutes the full written agreement of the Parties with respect to the matters covered herein, and no agreements or understandings not set forth herein shall be recognized. This Agreement may be modified only in writing executed by the Parties hereto. The person(s) signing this Agreement on behalf of Owner each warrants and represents that he or she has the authority to execute this Agreement on behalf of Owner and to bind Owner to the terms and conditions stated herein.
8. Owner hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, this Agreement. Owner agrees to investigate, handle, respond to, provide defense for and defend with counsel acceptance to County any such claims, demand, or suit at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Owner or the County or to enlarge in any way the Owner's liability, but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Owner's performance pursuant to this Agreement. If any judgment is rendered against County for any injury, death, or damage relating to work performed or completed pursuant to this Agreement, Owner shall, at its own expense, satisfy and discharge any judgment. As used above, the term "County" means the County of Yuba, its officers, agents, employees, and volunteers.

- 9 This Agreement is subject to the laws and jurisdiction of the State of California. Initial venue for any legal proceeding brought in conjunction with this Agreement shall be the Superior Court of the County of Yuba, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

10 INSURANCE:

- a) Owner shall file with the County concurrently herewith, and keep in effect in all times during the term of this Agreement, a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A:VII showing.
- b) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:
 - i) Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - ii) If there is an exposure of injury to Provider's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - iii) Each Worker's Compensation policy shall be endorsed with the following specific language:
 - iv) Cancellation Notice – "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Yuba."
 - v) Owner shall require all Contractors and Subcontractors to maintain adequate Worker's Compensation insurance. Certificates of Worker's Compensation shall be filed forthwith with the County upon demand.
- c) GENERAL LIABILITY INSURANCE:
 - i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Owner, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Products and completed operations;
 - (2) Contractual liability insuring the obligations assumed by Owner in this Agreement; and
 - (3) Broad form property damage (including completed operations)
 - (i) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to Owner's work under the Contract.
 - ii) One of the following forms is required:
 - iii) Comprehensive General Liability;
 - iv) Commercial General Liability (Occurrence); or

- v) Commercial General Liability (Claims Made).
- vi) If Owner carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - (a) One million dollars (\$1,000,000) each occurrence
 - (b) One million dollars (\$1,000,000) aggregate
- vii) If Owner carries a Commercial General Liability (Occurrence) policy:
- viii) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) for Products Completed Operations
 - (c) One million dollars (\$1,000,000) General Aggregate
- ix) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are not included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- x) Special Claims Made Policy Form Provisions:
 - (a) Owner shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
- xi) The limits of liability shall not be less than:
 - (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - (c) One million dollars (\$1,000,000) General Aggregate
- xii) The insurance coverage provided by Owner shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

d) ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- i) "The County of Yuba, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- ii) "The insurance provided by the Owner, including any excess liability or umbrella form coverage, is primary coverage to the County of Yuba with respect to any insurance or self-insurance programs maintained by the County of Yuba and no insurance held or owned by the County of Yuba shall be called upon to contribute to a loss."
- iii) "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Yuba."

e) AUTOMOBILE LIABILITY INSURANCE:

- i) Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

11. Any notices provided pursuant to this Agreement shall be provided by personal delivery or by U.S. Mail to the following addresses:

If to Owner

Highmark Land Company, LLC
469 Century Park Drive
Yuba City, CA 95991

If to County

Yuba County Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF YUBA

OWNER

HIGHMARK LAND COMPANY, LLC

By: _____

Michael G. Lee, Director
Public Works Department
County of Yuba

Date _____

By: _____

Print Name: _____

Title: _____

Date _____

Approved as to Form:

By: _____

County Counsel

Exhibit List:

EXHIBIT "A" – Plan of Area to be maintained by Owner under this Agreement

EXHIBIT "B" – Legal Description of Property

EXHIBIT "C" – Landscape Maintenance Responsibilities

EXHIBIT "D" – Caltrans/County Maintenance Agreement (Referenced Exhibit A omitted)

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLIC)
WORKS DIRECTOR TO ENTER INTO)
LANDSCAPE MAINTENANCE AGREEMENTS)
WITH THE STATE OF CALIFORNIA DEPT.)
OF TRANSPORTATION AND WITH PROPERTY)
OWNERS REQUIRED TO INSTALL)
LANDSCAPING IN STREET RIGHTS-OF-WAY)
_____)

WHEREAS, Yuba County Ordinance Code 12.87.035 (3) requires multi-family, commercial, industrial and business professional district developments to install landscaping within the street rights-of-way from the road shoulder to the outer edge of the street right-of-way; and

WHEREAS, these developments may be located along County streets or State Highways; and

WHEREAS, the State of California Department of Transportation (Caltrans) requires an encroachment permit for any work within the State's right-of-way, including installing and maintaining landscaping; and

WHEREAS, Caltrans previously had property owners enter into a maintenance agreement to maintain landscaping installed within the State's right-of-way as part of the encroachment permit process; and

WHEREAS, it is now the policy of Caltrans that governmental entities, Counties or Cities, must enter into a maintenance agreement for landscaping that will be installed within the State's right-of-way instead of with the abutting property owner(s); and

WHEREAS, when Yuba County enters into a maintenance agreement with the State, the abutting property owner(s) will be required to enter into a maintenance agreement with the County.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of YUBA hereby authorizes the Director of Public Works to enter into landscape maintenance agreements as needed with the State of California for landscaping installed within the State's right-of-way, upon County Counsel approval.

BE IT FURTHER RESOLVED that the Director of Public Works is authorized to enter into landscape maintenance agreements as needed with property owner(s) when required to install landscaping within the County's or State's rights-of-way, upon County Counsel approval.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

BY:  _____



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
 jfleming@co.yuba.ca.us
 rbrown@co.yuba.ca.us
 gmull@co.yuba.ca.us
 tcarlquist@co.yuba.ca.us

Date: July 22, 2014
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/gm*
By: Grace Mull, Management Analyst
Re: Letter Agreement for Grand Jury Services for FY 2014/2015

Recommendation

Board of Supervisors approve and authorize Chairman to sign letter agreement for Grand Jury Services for FY 2014/2015.

Background

By statute, the operational costs associated with the Grand Jury budget are a County responsibility and the costs associated with Grand Jury recruitment, impanelment, accusations and indictments are a Court responsibility.

In Yuba County, the Superior Court has historically assigned support staff to assist the Grand Jury with administrative functions including clerical and accounting support, procurement services, technology support, coordination and support of required 700 forms, Grand Jury reports, handbooks, etc. The cost associated with the support services have historically been absorbed within the County budget.

Discussion

Subsequent to the Trial Court Funding Act, many courts across the state have either relinquished Grand Jury support services to their counties or have a reimbursement agreement in place. Staff is bringing forward a letter agreement for consideration today as this provide a mechanism for the Yuba County Superior Court to be reimbursed for providing support services for the Grand Jury. A similar letter agreement was approved by your Board in FY 2013/2014 and FY 2012/2013.

Committee

Due to the routine nature of this item, it was not presented at Committee level.

Fiscal Impact

There is no fiscal impact associated with this request as the Grand Jury budget includes a provision for this cost for FY 2014/2015.

**LETTER AGREEMENT
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF YUBA
AND
THE COUNTY OF YUBA**

This Letter Agreement ("Agreement") between the Superior Court of California, County of Yuba ("Court") and the County of Yuba ("County") pertaining to Supportive Services for the Yuba county Grand Jury ("Grand Jury") shall become effective on July 1, 2014.

Prior to the enactment of the Trial Court Funding Act ("TCFA"), the trial courts of the State of California provided supportive services to the grand juries in their respective counties. Subsequent to the TCFA, California counties generally either assumed responsibility for providing grand jury supportive services, or contracted with their local courts to continue to provide such services.

The Court has offered to continue to provide supportive services to the Yuba County Grand Jury for fiscal year 2014/2015 for the sum of \$10,000. The services to be provided include: Grand Jury Administrator, including clerical support, answering questions and providing guidance on administrative matters; coordinating final reports, distribution of final reports, tracking of responses; coordinating 700 forms, budget preparation and oversight; computer/printer/internet support; posting reports to the website; website maintenance; assistance with formatting final report; issuing press releases; processing accounts payable, per diem and mileage reports; copying and delivery of final reports; preparation of Grand Jury handbooks; coordinating parking passes; door code forms; and procurement services.

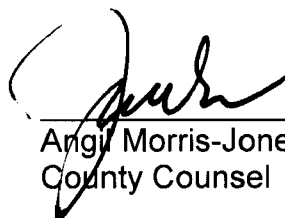
The County agrees to reimburse the Court for such services in four equal quarterly installments, which shall be paid by warrant drawn from the Grand Jury budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA


H. Stephen Konishi,
Court Executive Officer

APPROVED AS TO FORM


Angi Morris-Jones
County Counsel

COUNTY OF YUBA

John Nicoletti, Chairman
Board of Supervisors



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENI 298-14
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan 
Emergency Operations Manager

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: July 22, 2014

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of a local emergency due to the ongoing drought conditions.

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on July 8, 2014..

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

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**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

IN REFERENCE TO:

**THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION PROCLAIMING
THE EXISTENCE OF AN ONGOING
LOCAL DROUGHT EMERGENCY IN
THE COUNTY OF YUBA**

RESOLUTION NO:

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

WHEREAS, the Yuba County Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the emergency meeting thereof on the _____, day of _____ 2014, by the following vote:

AYES:

NOES:

ABSENT:

John Nicoletti
Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT


Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director 
Tony Roach, Program Manager 

DATE: July 22, 2014

SUBJECT: System Improvement Plan (SIP) for Child Welfare Services

RECOMMENDATION: It is recommended that the Board of Supervisors approve the System Improvement Plan (SIP) for submission to the California Department of Social Services (CDSS).

BACKGROUND: CDSS developed the California Child and Family Services Review (C-CFSR) to evaluate the delivery of child protective services in the State. As a baseline, CDSS now requires all counties to perform a County Self Assessment (CSA) and, subsequently, develop a SIP every five years of their current Child Welfare Service (CWS) systems based on the findings of the self-assessment process. CDSS also requires that counties have the Board of Supervisors review and approve both the Letter of Intent and the SIP before submitting it to them for final review and approval.

DISCUSSION: The CSA was used as a tool by Yuba County's CWS providers and the community to develop the five-year SIP to continuously improve outcomes for children in Yuba County. Both the CSA and the SIP are tools that will assist and guide the CWS program in targeting the positive actions that will better ensure the safety of children and improve services to Yuba County families.

COMMITTEE: The Human Services Committee recommended approval on July 8, 2014.

FISCAL IMPACT: Neither the CSA nor the SIP will affect County General funds. All activities in both the five-year CSA and the SIP will be funded through the CWS funding sources.

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COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

California - Child and Family Services Review

System Improvement Plan

JANUARY 2, 2014 TO JANUARY 2, 2019



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California – Child and Family Services Review Signature Sheet


For submittal of: CSA ☐ SIP ☒ Progress Report ☐

County Yuba
SIP Period Dates January 2, 2014 to January 2, 2019
Outcome Data Period April 2013; Data Extract: Q4 2012


County Child Welfare Agency Director

Name Jennifer Vasquez, Interim Director, Yuba County Health and Human Services Department
Signature* 
Phone Number (530) 749-6271
Mailing Address 5730 Packard Avenue, Suite 700
Marysville, CA 95901

County Chief Probation Officer


Name Jim Arnold, Chief Probation Officer, Yuba County Probation Department
Signature* 
Phone Number (530) 749-7550, FAX (530) 749-7364
Mailing Address 215 5th Street
Marysville, CA 95901

Public Agency Designated to Administer CAPIT and CBCAP

Name Jennifer Vasquez, Interim Director, Yuba County Health and Human Services Department
Signature* 
Phone Number (530) 749-6271, FAX (530) 749-6281
Mailing Address 5730 Packard Avenue, Suite 700
Marysville, CA 95901

Board of Supervisors (BOS) Signature

BOS Approval Date
Name John Nicoletti, Chair
Signature*

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

Contact Information

Child Welfare Agency	Name	Jennifer Vasquez, Interim Director
	Agency	Yuba County Health and Human Services Department
	Phone & E-mail	(530) 749-6271, FAX (530) 749-6281 jvasquez@co.yuba.ca.us
	Mailing Address	5730 Packard Avenue, Suite 700 Marysville, CA 95901
Probation Agency	Name	Jim Arnold, Chief Probation Officer
	Agency	Yuba County Probation Department
	Phone & E-mail	(530) 749-7550, FAX (530) 749-7364 jarnold@co.yuba.ca.us
	Mailing Address	215 5 th Street Marysville, CA 95901
Public Agency Administering CAPIT and CBCAP (if other than Child Welfare)	Name	Jennifer Vasquez, Interim Director
	Agency	Yuba County Health and Human Services Department
	Phone & E-mail	(530) 749-6271, FAX (530) 749-6281 jvasquez@co.yuba.ca.us
	Mailing Address	5730 Packard Avenue, Suite 700 Marysville, CA 95901
CAPIT Liaison	Name	Tony Roach, Program Manager
	Agency	Yuba County Health and Human Services Department
	Phone & E-mail	(530) 749-6245, FAX (530) 749-6295 troach@co.yuba.ca.us
	Mailing Address	5730 Packard Avenue, Suite 700 Marysville, CA 95901
CBCAP Liaison	Name	Tony Roach, Program Manager
	Agency	Yuba County Health and Human Services Department
	Phone & E-mail	(530) 749-6245, FAX (530) 749-6295 troach@co.yuba.ca.us
	Mailing Address	5730 Packard Avenue, Suite 700 Marysville, CA 95901
PSSF Liaison	Name	Tony Roach, Program Manager
	Agency	Yuba County Health and Human Services Department
	Phone & E-mail	(530) 749-6245, FAX (530) 749-6295 troach@co.yuba.ca.us
	Mailing Address	5730 Packard Avenue, Suite 700 Marysville, CA 95901

Executive Summary

The Yuba County Health and Human Services Department (YCHHSD), Child Welfare Services (CWS) Division and Yuba County Probation Department, Juvenile Division are pleased to report the completion of the 2013 System Improvement Plan (SIP). Through the creation of both the 2013 County Self Assessment (CSA) and this SIP, we at Yuba County CWS have been continually assessing our practices, services, systemic factors, etc., in order to find new ways to effectively plan and make the needed improvements.

The 2014-2019 SIP outlines the strategies that CWS and the Juvenile Probation Department plan to implement over the next five years to improve outcomes for the children and families of Yuba County. The 2014-2019 SIP incorporates the findings of 2013 CSA which includes the Stakeholders Meeting and the 2013 Peer Review as mandated by Assembly Bill 636 (AB 636) and will be in effect from January 2, 2014, through January 2, 2019.

CWS

Outcomes in need of improvement were selected based on Yuba County's performance against federal standards and findings through the recommendations from the 2013 Peer Review and the Stakeholders Meetings. The following three outcomes were selected as the SIP outcome measures and improvement goals:

1. **2B:** 10-Day Response for Child Abuse/Neglect Referrals
2. **S1.1:** No Recurrence of Maltreatment
3. **C4.3:** Placement Stability (Over 24 Months in Care)

The following outlines goals and strategies in the 2014-2019 SIP for improving the above outcome measures:

1. 10-Day Response for Child Abuse/Neglect Referrals

- **Goal:** Increase the percentage of timely 10-day responses for child abuse and neglect referrals by 17.7 percent in order to exceed the current statewide standard and the future 100.0 percent standard as to be established through state statute.
 - **Strategy 1.0:** Improve timely data entry of investigative narrative in CWS/CMS.

2. No Recurrence of Maltreatment

- **Goal:** Increase No Recurrence of Maltreatment by 3.2 percent to reach the National Standard of 94.6 percent.
 - **Strategy 1.0:** Continue with fully implemented Differential Response (DR) program including Path I and Path II responses.
 - **Strategy 2.0:** Supplement social workers' knowledge and skill in family engagement activities by the use of the Family Development Matrix (FDM) Outcomes Model by CWS supervisors and social workers for measuring family progress through continual assessment for measuring family improvement.

- **Strategy 3.0:** Continue with full implementation of the Safety Organized Practice (SOP) model to engage families and complete accurate assessments.

3. Placement Stability (Over 24 Months in Care)

- **Goal:** Reduce placement disruptions and multiple foster care placements by 6.8 percent to reach 35.0 percent, which is closer to the National Standard of 41.8 percent.
 - **Strategy 1.0:** Develop and implement the Quality Parenting initiative.
 - **Strategy 2.0:** Develop and implement the Prevention/Intervention Placement Protocol.
 - **Strategy 3.0:** Reduce placement disruptions and multiple foster care placements by increasing the number of relatives/non-related extended family member (NREFM) homes in order to enhance concurrent planning practices through improving the process for identification of potential relative/NREFM placement homes at time of initial detention.
 - **Strategy 4.0:** Reduce placement disruptions and multiple foster care placements by increasing the number of relatives/non-related extended family member (NREFM) homes by building Resource Families.
 - **Strategy 5.0:** Improve children's mental health and development through the implementation of Ages and Stages (0-5) and Strengths and Difficulty (6-18) screening tool so that mental health and developmental screening for all children entering into the CWS system is completed.

PROBATION

An outcome in need of improvement was selected based on Yuba County's performance against federal standards and findings through the recommendations from the 2013 Peer Review and the Stakeholders Meetings. The following is the outcome selected as the SIP outcome measure and improvement goal:

1. C3.1 - Exits to Permanency (24 Months in Care)

The following outlines the goals and strategies in the 2014-2019 SIP for improving the above outcome measure:

1. Exits to Permanency (24 Months in Care)

- **Goal:** Although the probation youth caseload steadily remains in the lower numbers, for those exiting to permanency prior to turning 18, the goal has been set to exceed the National Standard of 29.1 percent. The county will increase performance on process measure C3.1 Exits to Permanency (24 Months in Care) from 0 percent (baseline) to 50 percent (improvement goal) by the end of the five year SIP period. This will result in an increase of one more child out of two exiting care to permanency.
 - **Strategy 1.0:** Increase the percentage of probation youth living in permanent living arrangement by establishing Team Decision Meetings that include current placement staff, parents, relatives, or any other individual who has ties to the child.

- **Strategy 2.0:** Increase the percentage of probation youth living in permanent living arrangement by utilizing concurrent planning and Family Finding at the onset of the case.
- **Strategy 3.0:** Increase the percentage of probation youth living in permanent living arrangement by networking with family foster agencies to recruit Welfare and Institutions Code §602 foster homes to the local area.
- **Strategy 4.0:** Increase the percentage of probation youth being employed and participating in job training by networking with local employment assistance agencies to assist youth in obtaining job skills.
- **Strategy 5.0:** Increase the percentage of probation youth being employed and participating in job training by assisting youth in obtaining employment.
- **Strategy 6.0:** Increase youth's knowledge of AB 12 by expanding the staff's knowledge of AB 12.
- **Strategy 7.0:** Increase youth's independence from the judicial system by increasing youth's knowledge of community agencies and how to access services.

**CHILD ABUSE PREVENTION INTERVENTION AND TREATMENT PROGRAM (CAPIT)
/COMMUNITY-BASED CHILD ABUSE PREVENTION PROGRAM (CBCAP) / PROMOTING
SAFE AND STABLE FAMILIES (PSSF)**

Upon completion of the 2013 CSA, the SIP process also shaped how the CAPIT/CBCAP/PSSF funds will be utilized over the next five years. California Department of Social Services (CDSS) and Office of Child Abuse Prevention (OCAP) consultants worked closely with the CWS staff, community partners, and stakeholders in the development of the 2014-2019 SIP. As a result of these efforts, it is anticipated that procurement will be initiated at the end of this year to align with SIP's five-year planning process. The procurement will respond to the needs highlighted in the CSA, Peer Review, Stakeholders Meeting and the priorities established by the SIP.

During the next five years, the CWS Division and Probation Department will diligently continue to work towards improving outcomes for children and families who receive services through the CWS and Probation systems. A SIP Core Committee will continue to meet and monitor progress during the period covered by the 2014-2019 SIP.

We look forward to working with our staff, parents, caregivers, the Court, other public agencies, community partners, service providers, and communities to ensure that children are protected, families receive services to prevent child abuse, reunify with children who have been removed from their homes, if appropriate, and Yuba County youth are provided with appropriate services and permanent homes.

BOS Notice of Intent

This form serves as notification of the County's intent to meet assurances for the CAPIT/CBCAP/PSSF Programs.

**CAPIT/CBCAP/PSSF DESIGNATION OF ADMINISTRATION OF FUNDS AND
FUNDING ASSURANCES FOR YUBA COUNTY**

PERIOD OF PLAN (MM/DD/YY): 01/02/2014 THROUGH (MM/DD/YY) 01/02/2019

DESIGNATION OF ADMINISTRATION OF FUNDS

The County Board of Supervisors designates **Yuba County Health and Human Services Department** as the public agency to administer CAPIT and CBCAP.

W&I Code Section 16602 (b) requires that the local Welfare Department administer the PSSF funds. The County Board of Supervisors designates **Yuba County Health and Human Services Department** as the local welfare department to administer PSSF.

FUNDING ASSURANCES

The undersigned assures that the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) funds will be used as outlined in state and federal statute¹:

- Funding will be used to supplement, but not supplant, existing child welfare services;
- Funds will be expended by the county in a manner that will maximize eligibility for federal financial participation;
- The designated public agency to administer the CAPIT/CBCAP/PSSF funds will provide to the OCAP all information necessary to meet federal reporting mandates;
- Approval will be obtained from the California Department of Social Services (CDSS), Office of Child Abuse Prevention (OCAP) prior to modifying the service provision plan for CAPIT, CBCAP and/or PSSF funds to avoid any potential disallowances;
- Compliance with federal requirements to ensure that anyone who has or will be awarded funds has not been excluded from receiving Federal contracts, certain subcontracts, certain Federal financial and nonfinancial assistance or benefits as specified at <http://www.epls.gov/>.

In order to continue to receive funding, please sign and return the Notice of Intent with the County's System Improvement Plan to:

California Department of Social Services
Office of Child Abuse Prevention
744 P Street, MS 8-11-82
Sacramento, California 95814

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

County Board of Supervisors Authorized Signature

Date

John Nicoletti

Print Name

Chair

Title

¹ Fact Sheets for the CAPIT, CBCAP and PSSF Programs outlining state and federal requirements can be found at:
<http://www.dss.cahwnet.gov/cfjweb/PG2287.htm>

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director


5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Interim Director 
pm
Pamela Morasch, Program Manager

DATE: July 22, 2014

SUBJECT: Resolution Authorizing the Health and Human Services Department to Enter Into Agreement with the State of California, Department of Aging, for the Multipurpose Senior Services Program (MSSP) Grant and Approve Standard Agreement for Funds.

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into agreement with the California Department of Aging for the MSSP grant for the period of July 1, 2014 through June 30, 2015, and further, authorizing the Chair to accept funds and execute documents as required by the grant is recommended.

BACKGROUND: Since July 2001, Yuba County has entered into agreement with the California Department of Aging for the MSSP grant. The objective of MSSP is to provide services to eligible frail and elderly Yuba County clients in order to avoid or delay institutional placement of these clients in a nursing facility. This is a renewal of the MSSP grant for the period of July 1, 2014 through June 30, 2015

DISCUSSION: Approval of this Resolution and the Standard Agreement with the California Department of Aging will allow the Health and Human Services Department to receive \$222,820.00 in funds to continue providing services during the upcoming year that will allow eligible frail and elderly clients to remain in their homes.

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the item. This agreement has been in place for 13 years and there are no significant changes except for the term.

FISCAL IMPACT: Approval of this Resolution and its accompanying Standard Agreement for the MSSP Grant will not impact County General Funds. The cost of the services provided under the MSSP Grant are reimbursed by Federal and State Medi-Cal funds.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

RESOLUTION AUTHORIZING YUBA)	
COUNTY HEALTH AND HUMAN SERVICES)	
DEPARTMENT TO ENTER INTO)	
AGREEMENT WITH THE STATE OF)	
CALIFORNIA FOR THE MULTIPURPOSE)	
SENIOR SERVICES PROGRAM FOR THE)	Resolution No. _____
TERM OF JULY 1, 2014, THROUGH JUNE 30,)	
2015, AND AUTHORIZE THE CHAIR TO)	
EXECUTE DOCUMENTS AS REQUIRED BY)	
THE AGREEMENT AND ANY PERTINENT)	
DOCUMENTS RELATED TO THIS)	
PROGRAM AND TO AUTHORIZE THE)	
ACCEPTANCE OF FUNDS)	
_____)	

WHEREAS, the State of California has made grant funds available for the purpose of avoiding inappropriate placement of frail older persons in nursing facilities and fostering their independent living in their own communities; and

WHEREAS, it is in the best interests of the residents of the County of Yuba for enable eligible frail and elderly citizens to live independently.

NOW, THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors as follows: Submission of a Standard Agreement (Agreement Number MS-1415-36) to the California Department of Aging for the Multipurpose Senior Services Program grant is hereby authorized.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors, as follows: That the Chair is hereby authorized to accept \$222,820.00 (Two Hundred

Twenty-Two Thousand, Eight Hundred Twenty Dollars) for the period of July 1, 2014 through June 30, 2015; to execute, upon review and approval of County Counsel, documents as required by the grant contract for the stated period; to authorize and execute the transfer and allocation of funds for the stated period; and further the Chair is granted permission to amend contracts for additional or lesser funding under this grant if the allocation, or a portion thereof, is awarded.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

Chair

ATTEST: DONNA STOTTLEMEYER,
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
County Counsel

STATE OF CALIFORNIA
DEPARTMENT OF AGING

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: Yuba County Health and Human Services Department	CONTRACT NUMBER: MS-1415-36
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING: APPROVED AS TO FORM STEP P. MORRIS-JONES COUNTY COUNSEL BY: [Signature]
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none"> • confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies. • all access codes which allow access to confidential information will be properly safeguarded. • activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025. • any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act. • any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement. • obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA. • all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement. • all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements. • CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract. 	

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.

AGREEMENT NUMBER

MS-1415-36

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2014
Through June 30, 2015

3. The maximum amount of this Agreement is: **\$ 222,820.00**
Two hundred twenty-two thousand eight hundred twenty and 00/100 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 the Agreement.

Exhibit A – Scope of Work 13 page(s)

Exhibit B – Budget Detail and Payment Provisions 9 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

☒

Exhibit - D* Special Terms and Conditions

Exhibit E – Zipcodes

AGING-MS-714

1 page(s)

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)



DATE SIGNED(Do not type)

TO FORM

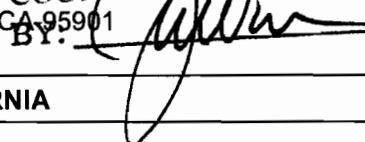
PRINTED NAME AND TITLE OF PERSON SIGNING

ANGIE F. MORRIS-JONES

ADDRESS

5730 Packard Avenue, Suite 100 MARYSVILLE CA 95901

COUNTY COUNSEL

BY: 

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Dyanne Macias, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

☐ Exempt per:

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1415-36 in accordance with this Agreement. The number of client months under this Agreement is 624.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Name: Mary Sibbett	Name: Angie Larrigan, Site Director
Phone (916) 419-7551	Phone: (530) 749-6371
Fax: (916) 928-2508	Fax: (530) 749-6281

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit: Multipurpose Senior Services Program
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 5730 Packard Avenue, Suite 100 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6356
Fax: (916) 928-2500	Fax: (530) 749-6281
Email: don.fingado@aging.ca.gov	Email: ethurman@co.yuba.ca.us

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities
2. Foster independent living in their communities

California Department of Aging (CDA) contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP Waiver Participant population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the MSSP Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Exhibit D, Article I).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing Waiver Participant applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each Waiver Participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst a copy of the organization chart within 30 days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall determine Waiver Participant eligibility based on the criteria specified in the MSSP Site Manual. This team shall work with the Waiver Participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the Waiver Participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the Waiver Participant's care plan goals.
4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. Contractor's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, PLAN(S), and others to develop a care plan covering the full range of required psycho-social and health services. The Care Management Team shall continue to work with the MSSP Waiver Participant to assure that the Waiver Participant is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. Such MSSP Subcontractor/Vendor agreements shall specify terms and conditions and payment amount and shall assure that Subcontractors/Vendors shall not seek additional or outstanding unpaid amounts from the MSSP Participant or the PLAN(S).

C. Purchased Waiver Services

Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, Contractor shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources). Approved Purchased Waiver Services are listed and defined in the MSSP Site Manual.
2. Contractor may either enter into contract with Subcontractors/Vendors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. Contractor shall maintain written Subcontractor/Vendor agreements for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the term of this Agreement:
 - a) Adult Day Support Center (ADSC) and Adult Day Care (ADC)
 - b) Housing Assistance
 - c) Supplemental Personal Care Services
 - d) Care Management
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Protective Services
 - i) Special Communications
4. Contractor shall assure that its Subcontractors/Vendors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each Waiver Participant, consisting, at a minimum, of the following forms prescribed by CDA:

1. Application for the Multipurpose Senior Services Program
2. MSSP Authorization for Use and Disclosure of Protected Health Information Form
3. Client Enrollment/Termination Information Form
4. Level of Care Certification (LOC) Form
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessments, and MSSP Reassessments Forms
6. Care Plan, Progress Notes, and Service Planning and Utilization Summary (SPUS)

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

7. Waiver Participant monthly progress notes and other Waiver Participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Forms
10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Waiver Participant name, MSSP Waiver Participant number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
 - b. Tracking of waiver services and costs
 - c. Enrollment and termination dates
 - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time
4. Generate reports as required by the State
5. Submit to CDA by the 5th of the month, the end-of-month Waiver Participant count for the preceding month. The end-of-month Waiver Participant count consists of the number of Waiver Participants actively enrolled in MSSP on the last (business) day of the reporting month. This does not include Waiver Participant cases closed (or terminated) during the reporting month.

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15th calendar day of the following month (105 days from the end of the month of services)
7. Submit (Waiver) service claims to the State's Medi-Cal Fiscal Intermediary, per instructions stated in the Medi-Cal Provider Manual

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to 100 percent of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below 95 percent of the number of budgeted waiver slots, for more than three consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of waiver participants served during each month. This will be the number of waiver participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

G. Bilingual and Linguistic Program Services

1. Needs Assessment

- a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible Waiver Participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals (22 CCR 98310, 98314).

The group-needs assessment shall take into account the following four factors:

- (1) Number or proportion of limited English-speaking persons (LEP) eligible to be served or encountered by the program
- (2) Frequency with which LEPs come in contact with the program
- (3) Nature and importance of the services provided

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (4) Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135, et seq., and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

- (1) Methodologies used
- (2) The linguistic and cultural needs of non-English or LEP groups
- (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)

- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (22 CCR 98310, 98313).

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff
 - (2) Contracts with interpreter services
 - (3) Use of telephone interpreter lines
 - (4) Sharing of language assistance materials and services with other providers

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
 - (6) Referral to culturally and linguistically appropriate community service programs
 - c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible Waiver Participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. (22 CCR 98211)
 - d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. (22 CCR 98310)
 - e. The Contractor shall notify its employees of Waiver Participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. (22 CCR 98324)
 - f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)
- 3. Compliance Monitoring
 - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP Waiver Participants. (22 CCR 98310)
 - b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (22 CCR 98310)
 - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. Notice to Eligible Beneficiaries of Contracted Services

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of Waiver Participants they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support Waiver Participants in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors/vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. Techniques to obtain vital information from older individuals who require emergency assistance
 - c. Written emergency procedures for all staff that have contact with older individuals
- 5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
- 6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

I. Other Provisions

- 1. Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
- 2. Contractor shall provide ten (10) days notice of termination to a Waiver Participant prior to terminating the Waiver Participant from the MSSP.
- 3. The Contractor shall administer a Subcontractor/Vendor appeal and adjudication process. This process shall assure fair consideration and disposition of Subcontractor/Vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's Subcontractor/Vendor appeal and adjudication process must be included in all Subcontractor/Vendor contracts.
- 4. Contractor shall serve participants in the Catchment Area as defined in Exhibit E of this Agreement.
- 5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its Subcontractor/Vendor agreements.
- 6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL

A. Management Information Systems (MIS)

Contractor shall maintain and operate an MIS at its site for submission of encounter data to PLAN(S), consistent with Exhibit A, Article IV, Section H, Encounter Data Submission.

B. Notice Requirements

Contractor shall be responsible for providing written notice to PLAN(S) as follows:

1. Within five (5) business days after the following occurrences:
 - a) Disenrollment of a MSSP Waiver Participant from MSSP due to death, relocation, or voluntary disenrollment.
 - b) Enrollment in the MSSP Waiver of a PLAN Member who was not referred by PLAN(S).
 - c) Referral of a PLAN(S) Member to MSSP by non-PLAN(S) sources.
 - d) Determination by Contractor that an MSSP Applicant referred by the PLAN(S) is ineligible for enrollment in MSSP.
 - e) Placing PLAN(S) Member on a wait list.
 - f) Enrollment of a PLAN(S) Member MSSP Applicant from the wait list to MSSP.
 - g) Change of Contractor ownership or legal name.
 - h) Transition of MSSP Waiver Participants to another Contractor and location.
 - i) Denial or discontinuation of services.
2. Within thirty-five (35) days of relocation of a MSSP site.
3. Within One-hundred and eighty (180) days prior written notice to PLAN(S) of termination of Contractor's agreement with PLAN(S).
4. Within Thirty (30) days written notice to State of California prior to termination of the Contractor's Agreement with PLAN(S).

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

C. Transition Plan

In the event of termination of this Agreement, Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

D. Enrollment Verification

Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V, Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

E. Orientation

Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

F. Referrals

Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

G. Care Coordination

Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2014-15

**ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL**

H. Encounter Data Submission

1. Contractor shall submit monthly to PLAN(S) zero-cost electronic encounter data for all MSSP Waiver Services rendered to MSSP Waiver Participants.
2. Contractor shall submit all encounter data within three (3) months from the end of the month that service was provided.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to Medi-Cal fiscal intermediary, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.
- D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a Contractor for a service level which falls below the total annual waiver slot budget.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model.
- 2. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the amount of the contract pro-rated up to the date the Contractor transitions to the

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE I. INVOICING AND PAYMENT (Continued)

- CCI payment model. A contractor that transitions from a fee-for-service payment model to the CCI payment model on January 1 may be eligible, upon request, for an advance payment of 25% of the amount of the contract period of July 1 through December 31.
3. No advance payments shall be authorized for a Contractor that has entered into the CCI payment model with a care PLAN(S).
 4. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
 5. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
 6. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
 7. Repayment of advances, for the fee for service payment model, will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
 8. Repayment of advances will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of this Agreement.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
- <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
(CCR, Title 2 Section 599.615 et seq.)

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures and guidelines set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
 1. Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.
 2. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
 - a. The non-Federal entity receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

- A. Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.
- B. Funding Reduction in Subsequent Fiscal Years
 - 1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
 - 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed fifteen (15) percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

- 1. Termination or suspension of this Agreement
- 2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE IV. DEFAULT PROVISIONS (Continued)

3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
5. The commission of an act of bankruptcy.

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

A. Submission of Claim to PLAN(S)

No later than the fifth (5) day of each month, the Contractor shall submit a monthly claim to the PLAN(S). The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to one twelfth (1/12th) of the annual amount budgeted per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) payment as payment in full and final satisfaction of PLAN(S) payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

Site Name	Yuba County Health and Human Services Department			Site Number	36	Date Submitted to CDA MSSP	14-Feb-14
Fiscal Year 2014-2015							
Line #	A. Care Management						
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	SWCM	Hoang	\$57,204	0.000%	0.730	\$41,759	
2	PHN	Momill	\$78,616	0.000%	0.500	\$39,308	
3			\$0	0.000%	0.000	\$0	
4			\$0	0.000%	0.000	\$0	
5			\$0	0.000%	0.000	\$0	
6			\$0	0.000%	0.000	\$0	
7			\$0	0.000%	0.000	\$0	
8			\$0	0.000%	0.000	\$0	
9			\$0	0.000%	0.000	\$0	
10			\$0	0.000%	0.000	\$0	
11			\$0	0.000%	0.000	\$0	
12			\$0	0.000%	0.000	\$0	
13			\$0	0.000%	0.000	\$0	
14			\$0	0.000%	0.000	\$0	
15			\$0	0.000%	0.000	\$0	
16			\$0	0.000%	0.000	\$0	
17			\$0	0.000%	0.000	\$0	
18			\$0	0.000%	0.000	\$0	
19			\$0	0.000%	0.000	\$0	
20			\$0	0.000%	0.000	\$0	
26	Subtotal Care Management Salaries						\$81,067
27	Care Management Benefits						\$27,317
28	Total Care Management (CM) FTE 1.23						
29	Total Care Management						% Budget 49% \$108,384
B. Care Management Support/Administration							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Administrator	Larrigan	\$72,633	0.000%	0.050	\$3,632	
31	SCM	McCleary	\$78,552	0.000%	0.100	\$7,855	
32	Clerical Support	Paterno	\$37,674	0.000%	0.200	\$7,535	
33			\$0	0.000%	0.000	\$0	
34			\$0	0.000%	0.000	\$0	
35			\$0	0.000%	0.000	\$0	
36			\$0	0.000%	0.000	\$0	
37			\$0	0.000%	0.000	\$0	
38			\$0	0.000%	0.000	\$0	
39			\$0	0.000%	0.000	\$0	
42	Subtotal CMS/Administration Salaries						\$19,022
43	CMS/Administration Benefits						\$9,940
44	Total CMS/Administration FTE 0.35						
45	Total CMS/Administration Salaries						\$28,962
Operating Costs							
46	Communications, Postage, Reprographics						\$597
47	Consultation, Professional Services						\$342
48	Equipment Cost equal to or greater than \$500 per Unit						\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies						\$5,071
50	Facility, Rent & Operations	Unit Cost per Square Foot/Month	Square Feet	Utilities		\$12,012	
		\$2.30	397.12	\$1,036.10			
51	Insurance						\$589
52	Library Purchases, Membership Dues, Subscriptions						\$455
53	Recruitment Costs						\$0
54	Temporary Help						\$0
55	Training without Associated Travel Costs						\$200
56	Travel						\$715
57	Indirect Costs (Indirect Costs/Base) - 15% maximum						7% \$9,788
58	Base = Salaries & Benefits ((29)+(61))						\$137,346
59							\$0
60							\$0
61	Total CMS/Administration Operating Costs						\$29,769
62	Total CMS/Admin ((45)+(61))						% Budget 26.4% \$58,731
C. Waived Services							
63	Total Waived Services						% Budget 25.0% \$55,705
D. Total Budget Amounts							
64	Fiscal Year 2014-2015 ((29)+(62)+(63))						\$222,820
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.							
Full Name		Title		Date		Check box to indicate agreement with information provided in report.	
Angelina Larrigan		Site Administrator		February 14, 2014		<input checked="" type="checkbox"/>	
Approved by:		APPROVED					
For CDA Use Only		Analyst Signature		Date			

Instructions: List the projected equipment purchases anticipated for the FY. Cost total of the listed equipment should match Line 48 on the "Budget to be Submitted" tab. Equipment that costs more than \$499.99 per unit or is networkable **must** be included on list.

*An electronic signature is required. Please type name, title and date.					
Type below: Full Name			Title	Date	
Electronic Signature	ITEM TYPE / DESCRIPTION	Estimated Quarter of Purchase	ESTIMATED PURCHASE COST	ESTIMATED FUND SOURCE	Estimated Percentage billed to Program
ITEM QUANTITY (Must List number)					

Exhibit E
Catchment Area
Zip Codes

Yuba County Health and Human Services Department

<u>City</u>	<u>Zip Code</u>
Wheatland	95692
Marysville	95901
Beale AF Base	95903
Browns Valley	95918
Brownsville	95919
Camptonville	95922
Challenge	95925
Woodleaf	95925
Clipper Mills	95930
Dobbins	95935
Forbestown	95941
Olivehurst	95961
Oregon House	95962
Rackerby	95972
Smartville	95977
Strawberry Valley	95981

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to Medi-Cal fiscal intermediary, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a Contractor for a service level which falls below the total annual waiver slot budget.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model.
- 2. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the amount of the contract pro-rated up to the date the Contractor transitions to the

Budget Detail and Payment Provisions – Exhibit B

Multipurpose Senior Service Program 2014-15

ARTICLE I. INVOICING AND PAYMENT (Continued)

CCI payment model. A contractor that transitions from a fee-for-service payment model to the CCI payment model on January 1 may be eligible, upon request, for an advance payment of 25% of the amount of the contract period of July 1 through December 31.

3. No advance payments shall be authorized for a Contractor that has entered into the CCI payment model with a care PLAN(S).
4. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
5. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
6. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
7. Repayment of advances, for the fee for service payment model, will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
8. Repayment of advances will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of this Agreement.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

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<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
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- Lodging -
- <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
(CCR, Title 2 Section 599.615 et seq.)

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures and guidelines set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
 1. Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.
 2. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
 - a. The non-Federal entity receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE II. FUNDS (Continued)

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

- A. Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.
- B. Funding Reduction in Subsequent Fiscal Years
 - 1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
 - 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.

Budget Detail and Payment Provisions – Exhibit B Multipurpose Senior Service Program 2014-15

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed fifteen (15) percent of direct salaries plus benefits.
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- G. The contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

- 1. Termination or suspension of this Agreement
- 2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business

Budget Detail and Payment Provisions – Exhibit B
Multipurpose Senior Service Program 2014-15

ARTICLE IV. DEFAULT PROVISIONS (Continued)

3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
5. The commission of an act of bankruptcy.

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

A. Submission of Claim to PLAN(S)

No later than the fifth (5) day of each month, the Contractor shall submit a monthly claim to the PLAN(S). The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to one twelfth (1/12th) of the annual amount budgeted per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) payment as payment in full and final satisfaction of PLAN(S) payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

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).)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
 - 1. General terms and conditions Exhibit C
 - 2. Scope of Work, Exhibit A
 - 3. Special terms and conditions, Exhibit D
 - 4. Exhibits B, E
 - 5. All other documents incorporated herein by reference.
- C. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any Program Memo or other correspondence, the provisions in this Agreement shall prevail.
- D. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Health Services" and "DHCS" mean the Department of Health Care Services.
- F. "Contractor" means the governmental, or nonprofit entity contracted with CDA to provide MSSP Waiver services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
- G. "Subcontractors/Vendors" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.
- H. "Reimbursable item" also means "allowable cost" and "compensable item."
- I. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.
- J. Codes - "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I Code" means Welfare and Institutions Code. "U.S.C." means United States Code. "PCC" means Public Contract Code.
- K. "HIPAA" means Health Insurance Portability and Accountability Act.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- L. “Waiver Participant” means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
- M. “OMB” means federal Office of Management and Budget.
- N. “Wait List” means a list of potential MSSP Participants, established and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and CMS’ direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.
- O. “Encounter” means any authorized service consistent with any of the three (3) MSSP service categories (Care Management, Care Management Support, or Purchased Waiver Services) provided to or purchased by Contractor for an enrolled PLAN(S) Member during a given month. Each MSSP Waiver Participant incurs one encounter per month for care management and care management support. However, each MSSP Waiver Participant may incur more than one purchased waiver service (PWS) encounter because each unit of PWS is counted as a separate encounter.
- P. “Eligibility Determination” means a process by which the Contractor determines whether a MSSP Applicant or MSSP Waiver Participant meets eligibility criteria to participate in the MSSP and receive MSSP Waiver Services.
- Q. “Level of Care” (LOC) means a clinical certification by the Contractor that the MSSP Applicant or MSSP Waiver Participant meets the requirement for a nursing facility placement.
- R. “MSSP Applicant” means a Member who has submitted an application to the Contractor to receive MSSP Waiver Services.
- S. “Purchased Waiver Services” means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Exhibit D, Article I, Section W.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- T. "MSSP Waiver Slot" means a position, whether vacant or filled, which is funded according to a Contractor's site budget and allocated for a Participant during a given month.
- U. "Coordinated Care Initiative" (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
- V. Additional definitions specific to contractors operating under the CCI model.
 - 1. "Member" means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
 - 2. "PLAN(S)" is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).

Multipurpose Senior Services Program Waiver Participants qualify under the following Medi-Cal Aid codes:

1. CASH GRANT

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

10	AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age 65 or older.
20	BLIND	SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age.
60	DISABLED	SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
<u>CODE</u>		

**16	AGED	Aid to the Aged-Pickle Eligibles – Persons age 65 or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit.
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**26	BLIND	Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See aid code 16 for definition of Pickle Eligibles.
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**66	DISABLED	Aid to the Disabled-Pickle Eligibles – Persons who meet the federal definition of disability and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See aid code 16 for definition of Pickle Eligibles.
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****NOTE:** This also includes persons who were discontinued from cash grant status due to the 20 percent Social Security increase under Public Law 32-336. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with CCR, Title 22, Section 50247.

3. MEDICALLY NEEDY, NO SHARE OF COST

14	AGED-MN	Aid to the Aged-Medically Needy – Persons age 65 or older who do not wish or are not eligible for a cash grant but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
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24	BLIND-MN	Aid to the Blind-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

64 DISABLED Aid to the Disabled-Medically Needy – Persons who
 MN meet the federal definition of disability and do not
 wish or are not eligible for a cash grant, but are
 eligible for Medi-Cal only. No Share of cost required
 of the beneficiaries.

4. MEDICALLY NEEDEY, SHARE OF COST

AID PROGRAM DEFINITION
CODE

***17 AGED-MN Aid to the Aged-Medically Needy, Share of cost – See
 SOC Aid Code 14 for definition of AGED-MN. Share of
 cost is required of the beneficiaries.

***27 BLIND-MN Aid to the Blind-Medically Needy, Share of cost –
 SOC See Aid Code 24 for definition of BLIND-MN.
 Share of cost is required of the beneficiaries.

***67 DISABLED Aid to the Disabled-Medically Needy, Share of Cost –
 MN-SOC See Aid Code 64 for definition of Disabled-MN. Share
 of cost is required of the beneficiaries.

***NOTE: As a result of the implementation of the In-Home Supportive Services (IHSS) Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve Waiver Participants with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27, or 67.

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

1H AGED Aged persons who, due to their income levels, would
 normally be included in the Medi-Cal Share of Cost
 population (Aid Code 17). Under this new program,
 those recipients with a Share of Cost of \$1 to \$326
 will be given full scope, no Share of Cost Medi-Cal.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

6H DISABLED Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.

6. INSTITUTIONAL DEEMING

AID PROGRAM DEFINITION
CODE

1X NO SOC Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules.

1Y SOC Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

1E AGED Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility.

2E BLIND Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility.

6E DISABLED Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

W. Definition of Services Provided Under the Waiver

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Support Center (1.0):** This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible Waiver Participants are those who:
 - Need, but do not have, a caretaker available during the day
 - Are isolated and in need of social stimulation
 - Need a protective setting for social interaction
 - Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the Waiver Participant's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.
2. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

situations which demand relocation and assistance to restore utility service. Housing Assistance services include:

- a. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible Waiver Participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to Waiver Participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special Waiver Participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.
- b. **Nonmedical Home Equipment (2.3):** Includes those assistive devices, appliances, and supplies which are necessary to assure the Waiver Participant's health, safety, and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs mattresses, bedding, and emergency supply kits and goods) under the following circumstances:
 - i. The Waiver Participant is receiving Deinstitutionalized Care Management services, and the items are required to facilitate discharge from the institution to a community residence
 - ii. The Waiver Participant's assessment identifies the need for this service including how it is a necessary support if the Waiver Participant is to remain in the community, and the care plan specifies the required item(s)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- iii. In either circumstance, the following criteria must be met and documented in the case record:
 - (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the Waiver Participant
 - (b). The items are necessary to preserve the Waiver Participant's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
- c. **Emergency Move (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible Waiver Participants are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the Waiver Participant's possessions. Activities may include materials and labor necessary for such moves.
- d. **Emergency Utility Service (2.5):** Allows for payment of utilities only when the Waiver Participant has no other resources to meet this need. Additionally, the Waiver Participant must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the Waiver Participant in jeopardy.
- e. **Temporary Lodging (2.6):** Allows for payment of hotel or motel lodging for those Waiver Participants, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Lodging rates shall not exceed State per diem limits; these limits vary depending on geographic area.
- 4. **Supplemental Chore (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the Waiver Participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the Waiver Participant does not live in a Residential Care Facility for

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

the Elderly (RCFE). Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP Waiver Participant has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute
- c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds

5. **Supplemental Personal Care (3.2):** This service is provided to individuals whose needs exceed the maximum amount available under the State Plan or who are temporarily without a provider. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Waiver Participant instruction in self-care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include supplies not covered under the State Plan.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the Waiver Participant-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

When a personal care service is to be performed by an unlicensed health care worker permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

Personal care service providers may be paid while the Waiver Participant is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

6. **Supplemental Health Care (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.
7. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
 - a. **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based Waiver

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all Waiver Participant contact activity each month.

- b. **Purchased Care Management (4.3):** For the vast majority of MSSP Waiver Participants, care management services are provided solely by site care management staff. However, Waiver Participants have the right to request care management by qualified outside subcontractors/vendors. In some cases of temporary need, the site may retain an outside Subcontractor/Vendor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site-Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.
9. **Deinstitutional Care Management (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to 180 days prior to an individual's discharge from an institution. It may be used in two situations, as follows:
- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- b. Where an established MSSP Waiver Participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

- 10. **Respite** (5.1, 5.2): The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the Waiver Participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a Waiver Participant while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the Waiver Participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the Waiver Participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the Waiver Participant's plan of care.

- 11. **Transportation** (6.3 [escort, hour] and 6.4 [one-way trip]): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for Waiver Participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services or Waiver Participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the Waiver Participant. Escort services may be authorized for those Waiver Participants who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the Waiver Participant's condition and care plan requirements.

12. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily, but are not to constitute a full nutritional regimen (three meals a day). [42 CFR 440.180 (b)]
 - a. **Congregate Meals** (7.1): Meals served in congregate meal settings for Waiver Participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress, due to losses associated with aging. This service should be available to MSSP Waiver Participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.
 - b. **Home Delivered Meals** (7.2): Meals for Waiver Participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

- c. **Food (7.3):** Provision of food staples is limited to purchase of food to facilitate and support a Waiver Participant's return home following institutionalization, and to food purchases which are medically required.

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the Waiver Participant record:

- The Nurse Care Manager (NCM) must assess the Waiver Participant's nutritional needs and determine that an ONS is advisable
- The use of home-prepared drinks/supplements did not benefit the Waiver Participant's health
- All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.)

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three months. If an ONS needs to be continued beyond the three month timeframe, a physician order must be obtained.

Since an ONS is no longer a covered Medi-Cal benefit for most Waiver Participants, sites are **not** required to submit a TAR or obtain a denial. The physician order must be renewed on an annual basis or as needed.

13. **Protective Services (8.3, 8.4, and 8.5):** These services include protection for Waiver Participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- a. **Social Support (8.3):** Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for Waiver Participant participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the Waiver Participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some Waiver Participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

- b. **Therapeutic Counseling (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the Waiver Participant's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some Waiver Participants from being placed in a nursing facility (NF).

This service may be utilized in situations where Waiver Participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the Waiver Participant in the community, or allow the Waiver Participant to cope with increasing impairment or loss.

- c. **Money Management (8.5):** This service assists the Waiver Participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

14. **Communications Services** (9.1 and 9.2): Waiver Participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the Waiver Participant's plan of care.

- a. **Communication/Translation/Interpretation** (9.1): The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking Waiver Participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

- b. **Communication/Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding monthly telephone charges) for Waiver Participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those Waiver Participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- i. 24-hour answering/paging
- ii. Beepers
- iii. Medic-alert type bracelets/pendants
- iv. Intercoms
- v. Life-lines
- vi. Wander-alerts
- vii. Monitoring services
- viii. Light fixture adaptations (blinking lights, etc.)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- ix. Telephone adaptive devices not available from the telephone company
- x. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the Waiver Participant has no telephone, or for the isolated Waiver Participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the Waiver Participant has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

- 1. The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- 2. The Contractor agrees to make reasonable efforts to ensure that all subcontractors/vendors are properly licensed, certified, or have valid permits for the services being provided.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification

ARTICLE II. ASSURANCES (Continued)

Clauses (CCC 307) which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. **Equal Access to Federally Funded Benefits, Programs and Activities
(Title VI of the Civil Rights Act of 1964)**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. **Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. **The 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. Sections 12101 et seq.).**
4. **The Contractor agrees to include these requirements in all vendor/subcontractor agreements it enters into with vendors/subcontractors to provide services pursuant to this Agreement.**

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. **The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors/vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties.**

ARTICLE II. ASSURANCES (Continued)

2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CDA and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to void this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State Income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors/vendors:
 - a. Copeland "Anti-Kickback" Act (18 U.S.C. 874, 40 U.S.C. 276c) (29 CFR, Part 3)
 - b. Davis-Bacon Act (40 U.S.C. 276a-7) (29 CFR, Part 5)

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (29 CFR, Part 5, 6, 7, 8)
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
- 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
- 3. When a Contract or vendor agreement provides funding for construction and non-construction activities, the Contractor or vendor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

For Contracts in excess of \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 1. Clean Air Act, as amended (42 U.S.C. 1857)
- 2. Clean Water Act, as amended (33 U.S.C. 1368)
- 3. Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)
- 4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738)
- 5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

- 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors/vendors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency

ARTICLE II. ASSURANCES (Continued)

- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
- 2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either the Contractor or Contractor's subcontractor.
- 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
- 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their Subcontractor/Vendor debarment/suspension status.

K. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to the Department a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number. These documents must also identify the action taken.
- 2. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a

ARTICLE II. ASSURANCES (Continued)

single resolution from the Governing Board of the Contractor authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. The staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be either a public entity or private non-profit corporation. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors/vendors providing services under this Agreement shall be of sound financial status. Any private subcontracting corporation or Joint Powers Authority (JPA) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure of a corporation to maintain good standing with the Secretary of the State of California shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting/vendor corporation shall result in suspension or termination of the subcontract/vendor agreement until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the

ARTICLE II. ASSURANCES (Continued)

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts or vendor agreements at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure
- O. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services to Waiver Participants.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA 95834.

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receiving written notice that the contract is approved. Work performed in advance of approval may be considered as having been done at the Contractor's risk as a mere volunteer and the State has no obligation to pay for work performed in advance of approval of the Agreement.

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS

- A. The Contractor is responsible for carrying out the terms of the Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any Subcontractor/Vendor agreements. The Contractor shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any Subcontractor/Vendor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XXI, of this exhibit, for handling property in accordance with Article VIII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in any Subcontractor/Vendor agreements for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California.
- E. Copies of Subcontractors/Vendors agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors/vendors in accordance with Article XII of this Exhibit D, Section E.
- G. The Contractor shall require language in all Subcontractor/Vendor agreements to require all Subcontractors/Vendors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractors/Vendors in the performance of this Contract.
- H. The Contractor shall ensure that all potential vendors of Waiver Services complete a CDA-approved Vendor Application. The Subcontractors/Vendors selection process shall be based upon equitable criteria, provide for adequate

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS (Continued)

publicity, screen out potential Subcontractors/Vendors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Subcontractor/Vendor Agreements for Purchased Waiver Services shall consist of standard format language consistent with this Contract.

- I. Subcontractors/Vendors Agreements shall require all vendors to report immediately in writing to the Contractor any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in Subcontractors/Vendors operations.
- J. The Contractor shall require language in all Subcontractor/Vendor agreements to require all subcontractors/vendors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et. seq.) and California Government Code Sections 11135-11139.5.
- K. The Contractor shall require all Subcontractor/Vendor agreements to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.
- L. The Contractor shall make timely payments to its Subcontractors/Vendors under this Agreement.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, letters of agreement, insurance documentation in accordance with Article XII of this Exhibit, Memorandums and/or Letters of Understanding and Waiver Participant records of its activities and expenditures hereunder in a form satisfactory to CDA and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.

ARTICLE VI. RECORDS (Continued)

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all Waiver Participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another Contractor as directed by CDA.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures and guidelines set forth in 2 CFR Part 200, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records for a period of three (3) years or for such a longer period as CDA deems necessary after final payment under the Agreement and until after CDA's Audit Branch has completed an audit.
- F. Waiver Participant records are to be kept as long as the case is open and active. Following termination, Waiver Participant records will be maintained for a period of six (6) years following the year of case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:

1. Quarterly Status Reports

- a. Reports are due no later than the 30th of the month, following the close of the quarter. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
- b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
 - Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
 - Care Management Activity – Including staff turnover, training, quality assurance, Waiver Participant and vendor grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, Waiver Participant and vendor satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
 - Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
 - Monthly Active Waiver Participant Count
 - Staff Roster
 - Self-Certified Training
 - Wait List – Including the number of potential MSSP Participants waiting for enrollment
 - Critical Incident Reporting

ARTICLE VII. REPORTS (Continued)

- **Fiscal Reporting – Expenditure data by budget category and receivables by budget category**

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Waiver Participant satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation form
- b. Closeout Budget
- c. Fiscal Summary Report for the State
- d. Report of Property Furnished/Purchased with Agreement Funds (cumulative CDA 32)
- e. Copy of any Request to Dispose of Property (CDA 248)

CDA will transmit specific closeout instructions to the Contractor in the spring. Closeout reports are due on or before close of business on May 31 of the subsequent fiscal year.

4. Monthly Active Waiver Participant Count

Reports are due on the 5th of each month. CDA may grant a waiver of the deadline date based on extenuating circumstances.

- B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

ARTICLE VII. REPORTS (Continued)

**C. ADDITIONAL REPORTING PROVISIONS SPECIFIC TO CONTRACTORS
OPERATING UNDER THE CCI MODEL**

The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:

1. Monthly Payment Detail from PLAN(S) within 2 weeks of receipt from PLAN(S).
2. Upon request, Contractor agrees to furnish PLAN(S) with the following:
 - a) Monthly Active Waiver Participant Count
 - b) MSSP Encounter Data
 - c) MSSP Quarterly Report
3. Contractor shall submit monthly zero-cost electronic Encounter Data to PLAN(s).

ARTICLE VIII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement. All purchases of property not listed in the budget require written approval from CDA.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
 2. Has a unit acquisition cost of at least \$500; a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit
 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not

ARTICLE VIII. PROPERTY (Continued)

increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit electronically to CDA, annually with the Closeout Report, a cumulative inventory of all property furnished or purchased by the contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version (Excel) of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department, to report property to the Department.

The Contractor shall record the following information when property is acquired:

- 1. Date acquired
 - 2. Item description (include model number)
 - 3. CDA tag number or other tag identifying it as CDA property
 - 4. Serial number (if applicable)
 - 5. Purchase cost or other basis of valuation
 - 6. Fund source
- F. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

ARTICLE VIII. PROPERTY (Continued)

G. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor/Vendor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, photocopiers, faxes, and laptops.

- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. CDA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- J. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to CDA. CDA reserves the right to require the Contractor to transfer such property to another entity, or to CDA.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.

ARTICLE VIII. PROPERTY (Continued)

- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of CDA for other purposes in this order:
 - 1. Another CDA program providing the same or similar service or
 - 2. Another CDA-funded program
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- O. The Contractor or vendor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its Subcontractor/Vendor agreements issued under this Agreement.
- R. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP Waiver Participants.

ARTICLE IX. ACCESS

The Contractor shall provide access to the federal or State Contractor agency, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or vendor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor assures CDA that it will include this requirement in its Subcontractor/Vendor agreements or subcontracts.

ARTICLE X. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.

ARTICLE X. MONITORING, ASSESSMENT, AND EVALUATION (Continued)

- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any program, and administrative staff (fiscal, etc.) available during any scheduled process.

ARTICLE XI. AUDIT

- A. The Contractors that expend \$750,000 or more in Federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and 2 CFR §200.501-§200.512, and a copy submitted to the: California Department of Aging, Attn: Audit Branch, 1300 National Drive, Suite 200, Sacramento, CA 95834. A copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

ARTICLE XI. AUDIT (Continued)

- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative shall, at all times, 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 required and until after CDA's Audit Branch has completed an audit. The 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, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract/vendor agreement related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XII. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation contractors and subcontractors/vendors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15

ARTICLE XII. INSURANCE (Continued)

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management.
- D. The Contractor shall notify the State within 5 business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 1. The Certificate of Insurance shall provide that the "Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insured, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement
 2. CDA shall be named the certificate holder and the address must be listed on the certificate
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least 30 days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and CDA harmless. The

ARTICLE XII. INSURANCE (Continued)

subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

- H. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- I. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XIII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

- a. The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective 30 days from the delivery of the Notice of Termination. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
- b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- (i) Stop work as specified in the Notice of Termination

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

- (ii) Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the contract
- (iii) Terminate all subcontracts/vendor agreements to the extent they relate to the work terminated
- (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause)
- (v) Submit a Transition Plan as specified in Section B of this Article XIII

2. Termination for Cause

- a. The State may, by written notice of termination to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
 - (i) In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
 - (ii) A violation of the law or failure to comply with any condition of this Agreement
 - (iii) Inadequate performance or failure to make progress so as to endanger performance of this Agreement
 - (iv) Failure to comply with reporting requirements
 - (v) Evidence that the Contractor is in an unsatisfactory financial condition as determined by the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
 - (vi) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

- (vii) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
 - (viii) Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
 - (ix) The commission of an act of bankruptcy
 - (x) Finding of debarment or suspension, Article II J
 - (xi) The Contractor's organizational structure has materially changed
 - b. Termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the date of termination, the reason for such action and, any conditions of the termination, including the requirement of a transition plans identified in Section B of this Article XIII. The notice shall also inform the contractor of any right to appeal such decision to the State and of the procedure for doing so.
- 3. Notice of Termination by Contractor

The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.
- 4. The Contractor's Obligations Upon Notice of Termination
 - a. In the event of termination or anticipated termination of this Agreement, in full or in part, the Contractor shall take immediate steps to ensure the health and safety of Waiver Participants in the MSSP program managed by the Contractor. Contractor agrees to

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

cooperate in any and all efforts to refer MSSP Waiver Participants to other local agencies in order to maintain continuity of services required for each Waiver Participant.

- b. The Contractor shall provide adequate staff and vendor agreements to provide services to Waiver Participants during the course of Waiver Participant transition to another MSSP site.
- c. The Contractor shall deliver updated Waiver Participant records to the subsequent MSSP contractor or as directed by CDA upon notice by CDA.
- d. The Contractor shall provide a current needs assessment for each of its Waiver Participants to the subsequent MSSP contractor or as directed by CDA.
- e. The Contractor shall, with assistance from CDA, develop a written Transition Plan, to locate alternative services for each Waiver Participant through another MSSP site or community agency in accordance with Section B of this Article.
- f. The Contractor shall be responsible for providing all necessary Waiver Participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to Waiver Participants prior to such expiration or termination.
- g. A full accounting and closeout of the Contractor's existing budget will be required. While it is recognized that the Contractor will require funding to continue Waiver Participant services and operations at a reduced level until the termination of this Agreement, the Contractor and CDA agree that it is also necessary to transfer funding to those MSSP sites that will be assuming responsibility for Waiver Participants of the Contractor. Therefore, upon demand of CDA, the Contractor will immediately execute a contract amendment to return funds not anticipated to be required for remaining operations.
- h. The Contractor shall make available copies of medical records, patient files, and other pertinent information, including information maintained by any Subcontractor/Vendor, necessary for efficient care management of Waiver Participants, as determined by CDA.

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

Costs of reproduction will be authorized by CDA as an approved expenditure of local assistance administrative funds. In no circumstances will a Medi-Cal beneficiary be billed for this service.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 - a. Current Waiver Participant count and identifying Waiver Participant information upon request
 - b. Description of how Waiver Participants will be notified about the change in their MSSP provider
 - c. Plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services
 - d. Plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals
 - e. Plan to evaluate health and safety of Waiver Participants in order to assure appropriate placement
 - f. Plan to transfer confidential medical and Waiver Participant records to a new contractor or care management agency
 - g. Plan for adequate staff to provide continued care through the term of the Contract
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
 - i. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article XIII, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
4. Phase-out Requirements
 - a. Phase-out for this Contract will consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
 - b. Phase-out for the Contract will consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.
 - c. All data and information provided by the Contractor shall be accompanied by letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE XIV. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to, and not in derogation of, any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XVI. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVII. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, or overnight mail, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Chief. This notice shall be on the contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices with the exception of those identified above shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVIII. APPEAL PROCESS

In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement both parties shall abide by the following procedures:

- A. The Contractor should first discuss the problem informally with the designated CDA Program Analyst. If the problem is not resolved, the Contractor must, within 15 working days of the failed attempt to resolve the dispute with the CDA Program Analyst, submit a written complaint together with any evidence to the

ARTICLE XVIII. APPEAL PROCESS (Continued)

Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports the Contractor's position, and the remedy sought. The Deputy Director shall, within 15 working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XVII of this Agreement. Should the Contractor disagree with the decision of the Division Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the California Department of Aging.

- B. The Contractor's appeal of the Division Deputy Director must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within 20 working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor to review the issues raised on appeal. The Chief Deputy Director shall issue a final written decision within 15 working days of such meeting.
- C. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Title 1 of the California Code of Regulations, Section 1200.
- D. The Contractor shall continue to carry out the obligations under this Agreement during any dispute. Costs incurred by the Contractor or vendor for administrative/court review are not reimbursable by the Department.

ARTICLE XIX. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5300-5365.3, GC Section 11019.9, Department of General Services (DGS) Management Memo 06-12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

1. Information collected and/or accessed in the administration of the State programs and services
2. Information stored in any media form, paper or electronic

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, and notebook computers) and /or portable electronic storage media (including, but not limited to, discs, thumb, flash drives, and portable hard drives).

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, State driver's license or State identification number, financial account numbers, symbols or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within 30 days of the start date of this Agreement or within 30 days of the start date of any new employee or subcontractor. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. The Contractor shall maintain documentation of training and education provided to their staff and/or subcontractors.
3. All employees, volunteers and subcontractors/vendors who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

E. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024 Form) with this Agreement. This is to ensure that the Contractors/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

F. Software Maintenance

The Contractor shall apply security patches and upgrades, and keep virus software up-to-date on all systems on which State data may be used.

G. The Contractor agrees to comply with the privacy and security requirements of HIPAA as specified in this Agreement.

1. Recitals

- a. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- b. CDA and/or DHCS wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (PHI).
- c. PHI means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental 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; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- d. Under this Agreement, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.
 - e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
 - f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
 - g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.
2. Permitted Uses and Disclosures of PHI by Business Associate
- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities, or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
 - b. Except as otherwise indicated in this Article, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed 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 Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA 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 DHCS/CDA.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

3. Responsibilities of Business Associate

Business Associate agrees:

- a. To not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.
- c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. To report to DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- e. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- f. To provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.
- g. To make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- h. To make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.
- i. To document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- j. During the term of this Agreement, to notify DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

disclosure of PHI, and provide a written report of the investigation to the DHCS Privacy Officer within 15 working days of the discovery of the breach or unauthorized use at:

Privacy Officer
C/O Office of Legal Services
California Department of Health Care Services
P.O. Box 942732
Sacramento, CA 94234-7320

A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

- k. To train and use reasonable measures to ensure compliance with the requirements of this Article by employees who assist in the performance of functions or activities on behalf of DHCS/CDA under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Article, including termination of employment.

4. Obligations of DHCS/CDA

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhcs.ca.gov/services/ccs/Pages/HIPAA.aspx>
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

From time to time, DHCS/CDA may inspect the facilities, systems, books, and records of Business Associate to monitor compliance with this Agreement and this Article. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DHCS/CDA Privacy Officer in writing. The fact that DHCS/CDA inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Article, nor does DHCS/CDA's:

- a. Failure to detect or
- b. Detection, but failure to notify the Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of DHCS/CDA's enforcement rights under this Agreement.

6. Termination

- a. Upon DHCS/CDA's knowledge of a material breach of this Article by Business Associate, DHCS/CDA shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS/CDA
 - (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Article and cure is not possible or
 - (iii) If neither cure nor termination are feasible, the DHCS/CDA Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- b. DHCS/CDA may terminate this Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate 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 Business Associate has been joined.
- c. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS/CDA (or created or received by Business Associate on behalf of DHCS/CDA) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Article to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
- g. The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- h. 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.
- H. Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, CDA reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
- 2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
- 3. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

B. Rights in Data

- 1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least 60 days before it is to be printed.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Continued)

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by an entity the address, and telephone number at which the supporting data is available"; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data."



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THE COUNTY OF YUBA
BOARD OF SUPERVISORS

— PROCLAMATION —

PROCLAIMING
AUGUST 11TH NATIONAL "CALL BEFORE YOU DIG DAY"

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, the 811 "Call Before You Dig" program is a vital public education and awareness program dealing with the safety of subsurface excavation, and education is the key to promoting safe digging practices; and

WHEREAS, the five steps to a safe excavation are: survey and mark, call before you dig, wait the required time, respect the marks, and dig with care; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

WHEREAS, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines; and

WHEREAS, calling 811 to be connected to a "One Call Center" before digging, respecting the color-coded lines that demarcate underground utilities, and digging with care around the marked lines will help keep Californians safe and prevent damages and destruction; and

WHEREAS, as California's economy recovers from the recent recession and the state's economic recovery stimulates new construction, new construction requires supporting infrastructure, and California's underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and


WHEREAS, Underground Service Alert of Northern California and Nevada, in cooperation with California's public and private utilities, provide an effective damage prevention service that protects California's citizens, communities, public services, environment, and underground facilities at no cost to the caller; and

WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services; and

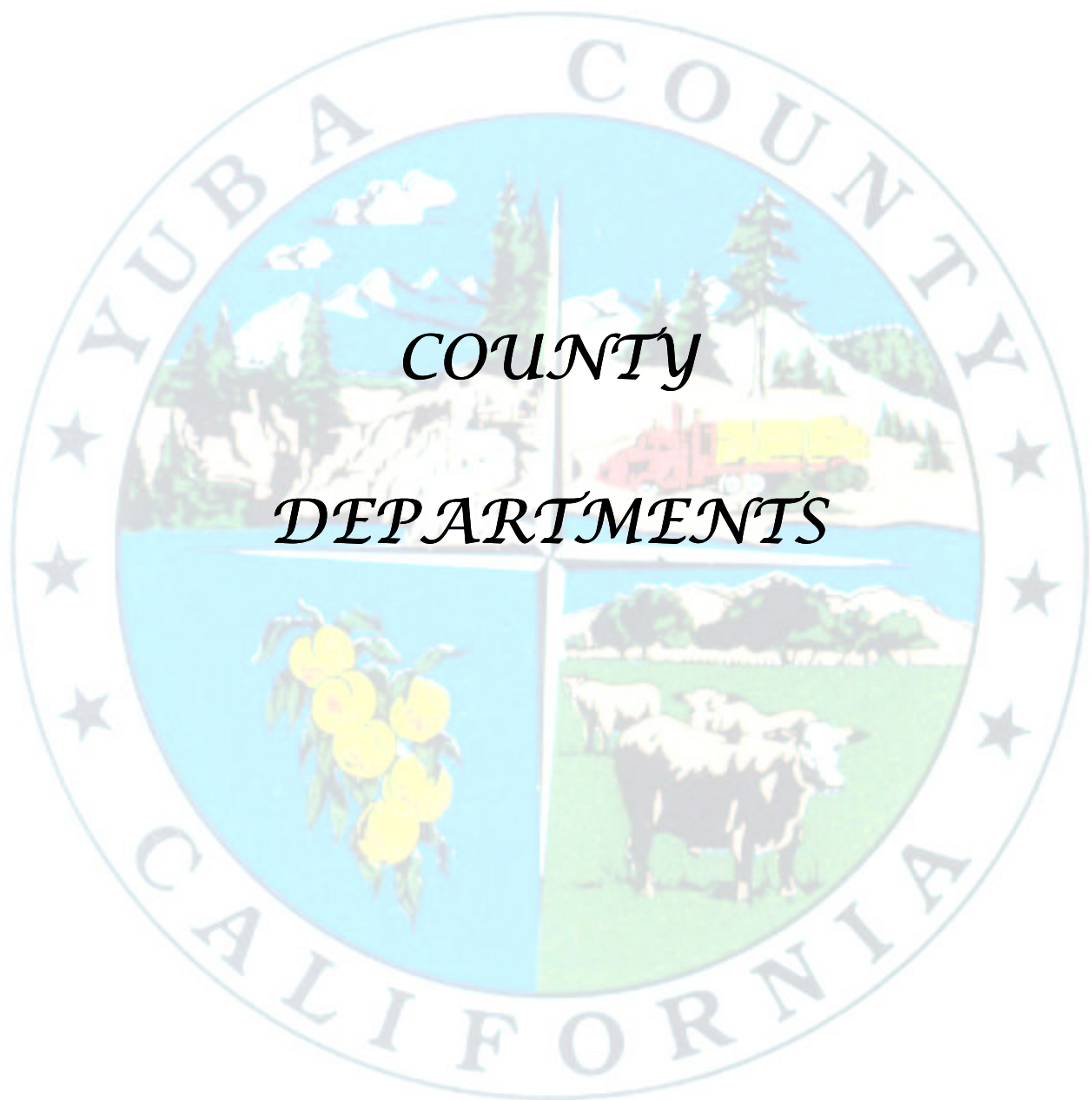
WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties.

NOW THEREFORE BE IT PROCLAIMED, by the Yuba County Board of Supervisors recognizes August 11, 2014 as the National Call Before You Dig Day and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.


CHAIRMAN


CLERK OF THE BOARD

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: July 22, 2014
Re: Radio Tower construction

Recommendation

The Board approve the attached Memorandum of Understanding relating to construction of the Sheriff radio tower and supporting infrastructure between the County of Yuba and the Yuba County Water Agency and authorize the Board Chair to sign the agreement.

Background

On June 10th, your Board approved the County to proceed with the construction of the radio tower for the new sheriff facility in Marysville. At that time it was discussed that this tower would be a shared use utility between both the County and the Yuba County Water Agency. This Memorandum of Understanding memorializes the relationship between the two parties to construct the tower, defines the scope of work necessary to meet the requirements of the Water Agency, and clarifies the cost sharing responsibilities for both entities.

Discussion

A cross-functional team of representatives from both organizations has contributed their time and effort to create an agreement that meets the requirements of both entities.

Committee Action

Because your Board had already authorized the project, and identified the intended shared use, the authorization of this MOU was considered a routine follow-up action and thus bypassed the Public Facilities Committee.

Fiscal Impact

The fiscal impact is unchanged from the original Board presentation.

MEMORANDUM OF UNDERSTANDING

Between

County Of Yuba

And

Yuba County Water Agency

This Memorandum of Understanding (MOU) is hereby made and entered into this _____ day of _____ 2014 by and between the County of Yuba ("County"), Marysville, CA, and the Yuba County Water Agency ("YCWA"), of Marysville, CA.

RECITALS

WHEREAS, YCWA has a need for improved communications between its offices in the Marysville area and its business units located in the foothills of the County; and,

WHEREAS, the County plans to construct a radio tower and related improvements in conjunction with the development of the new Sheriff Office facility at 720 Yuba Street in Marysville; and,

WHEREAS, there is mutual benefit to both the County and the YCWA resulting from sharing in the development, design, construction and installation of the tower and the related costs; and,

WHEREAS, YCWA desires space on the tower for its communication equipment and a related separate, secure YCWA-only room in the adjacent County building for YCWA office/workspace and computer, communications and IT systems and equipment (the "YCWA Room"); and,

WHEREAS, additional design work will be necessary to update the already-designed sheriff facility in order to create the addition of a dedicated but separate YCWA Room which will be required by YCWA; and,

WHEREAS, the design will need to incorporate and provide adequate security to YCWA's radio & microwave equipment and computer systems; and,

WHEREAS, this MOU is authorized by the provisions of Title I, Division 7, Chapter 5, of the Government Code of the State of California which authorizes the joint exercise by agreement of two public agencies of any power common to them.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** This MOU shall apply to the period of June 1, 2014 through December 31, 2015 (except that section 5.5 will remain in effect until reimbursement plus interest is paid in full). The term may be extended by mutual written agreement of both parties.
2. **DESIGNATED REPRESENTATIVE.** The Director of Administrative Services of Yuba County is the authorized representative of the COUNTY. The General Manager of the Yuba County Water Agency, or his designee, is the authorized representative of YCWA. Changes in designated representatives shall occur only by advance written notice to the other party.

3. PURPOSE. The purpose of this MOU is to outline responsibilities and actions required by YCWA and COUNTY as it relates to the COUNTY developing, designing, constructing and installing the tower, YCWA Room and other improvements to support both entities.

4. SCOPE OF SERVICES. The two parties to this MOU mutually agree:

- 4.1. The County will establish a tower construction project team to meet with and advise the County staff and design professionals concerning the design and construction of the tower project. The County will include one or more YCWA project team member(s) (to be determined by YCWA) as part of the tower construction project team.
- 4.2. The County will take the lead on specifying, coordinating, designing, permitting, licensing, constructing and installing the base tower to be located at 720 Yuba St in Marysville, YCWA Room and related improvements. The plans for the County building adjacent to the tower will be redesigned to incorporate the YCWA Room and related improvements. The tower design will include adequate space, determined in consultation with YCWA, for the installation of YCWA antennas and other and related communications equipment.
- 4.3. The base tower is expected to be installed by late September / early October; leaving the remainder of the calendar year for each party to purchase and install its antenna and other and related communications equipment on the tower.
- 4.4. Both parties agree to work together to define their individual needs and to mutually agree on the space or location of each antennas / dishes to be hung on the tower.
- 4.5. YCWA will be responsible for determining and specifying its needs for antennas on the tower and its needs for the YCWA Room and communicating those needs and requirements to the County for the County to incorporate in the building redesign and tower design and implementation.
- 4.6. Each party will be responsible for specifying, planning, purchasing and installing its own antennas and other and related communications equipment once the tower is erected. Both parties agree to withhold installation until both parties have mutually agreed on antenna placement.
- 4.7. Included in the adjacent County building design shall be the YCWA Room, a computer room for County, and a pathway of enclosed ductwork to house all antenna cables for their routing into each of the two computer rooms so as to preclude the need for 'plenum rated cables.'
- 4.8. Yuba County Administrative Services will coordinate as many design meetings as required between YCWA and the County's architect of record on the Sheriff building project to define the needs and design / develop a revised floor plan that includes the YCWA Room in the new Sheriff facility located adjacent to the existing County computer room that will meet YCWA's requirements. This plan shall be inclusive of all YCWA needs including power, HVAC, proper grounding, power back up (UPS), and any related issues.
 - 4.8.1. The County agrees to partner with YCWA and allow the YCWA Room to be connected to the County emergency generator power ('e-power').
 - 4.8.2. The County further agrees to work collaboratively with YCWA to determine the best option of redundant cooling capabilities; i.e., will YCWA install its own secondary cooling or could a redundant unit be installed that supports both computer rooms. Following the building redesign and tower design and the parties' approval of the

redesign and design plans, County will construct and install the tower, YCWA Room, related cabling* and other related improvements in accordance with the approved plans.

4.8.2.1. *YCWA will be responsible for installation of its dedicated antennas and related cabling and connections.

- 4.9. The County will incorporate the YCWA space on the tower, YCWA Room and related cabling and improvements into its construction plans and planning process, solicitations for construction and actual construction / tenant improvement of the building and tower.
- 4.10. YCWA will be responsible for selecting, purchasing, installing and operating its own systems and equipment to be located in the YCWA Room.
- 4.11. Following completion of tower construction, the parties plan to enter into a separate agreement concerning the shared use, rents, facility access, and operation and maintenance of the tower and related improvements.

5. COST COMPUTATION. The COUNTY and YCWA agree to share the costs of designing, constructing and installing the tower, YCWA Room and related improvements pursuant to the following cost allocations:

- 5.1. The County initially will bear the full costs of developing, designing, permitting, licensing, constructing and installing the tower, YCWA Room, related cabling and other related improvements. County will keep and maintain accurate bookkeeping records relating to these capital costs and expenditures. YCWA and its employees, accountants, attorneys and agents may review, inspect, copy and audit these records, including all source documents. County will segregate its costs to design and construct the YCWA Room, County computer room, and County antennas, dish and communications equipment. YCWA will reimburse County's final, actual, direct, commercially reasonable, and substantiated costs (without markup) as provided below.
- 5.2. YCWA agrees to reimburse to the County 30% of the actual total capital costs described in section 5.1, but excluding costs to design and construct the YCWA Room and any costs for County-specific antennas, dishes or other communications, computer or IT systems and equipment. The 30% cost share is based on the anticipated number of antennas to be mounted, space occupied by those antennas, and the weight of the antennas as a percent of the total; total project costs are estimated to be between \$150K and \$160K; 30% of this estimated cost would be approximately \$45K to \$48K.
- 5.3. YCWA agrees to reimburse to the County all of the related building redesign costs to change the existing plans to accommodate and create the YCWA Room (estimated to be \$40,000 to \$50,000) and the costs to construct the YCWA Room portion of the County building and related cabling to the room (estimated to be \$150,000 to \$200,000).
- 5.4. These estimated costs will continue to be monitored, and shared with the project committee as plans and project progress. No substantive change will be authorized without approval from both parties as an amendment to this agreement.
- 5.5. Upon completion of construction of the tower, YCWA Room and related improvements, County will calculate and prepare a final accounting of its section 5.1 costs and a statement of the YCWA reimbursement due under sections 5.2 and 5.3. YCWA will pay the reimbursement amount to County after receipt of the final accounting and statement prepared in accordance with these provisions. YCWA will repay its share of the costs as soon as reasonably practical but no

later than December 31, 2018. Interest shall be charged at a rate of 4% per year commencing from the date of YCWA's receipt of the statement requesting reimbursement.

5.6. County will be solely responsible for the costs to design and construct the County building adjacent to the tower (with the exception of the costs to be paid by YCWA under section 5.3) and the costs to purchase and install the County-specific antennas, dishes and other communications, computer or IT systems and equipment.

6. **Assignment Prohibited.** No party to this MOU may assign or transfer any right or obligation pursuant to this MOU. Any attempted or purported assignment or transfer of any right or obligation pursuant to this MOU shall be void and if no effect.
7. **Termination.** This MOU may be terminated at any time by mutual written agreement of both parties.
8. **Entire Agreement.** This MOU represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may only be modified by a written amendment duly executed by the parties.
9. **Interpretation.** Each party has reviewed this MOU and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This MOU shall be construed as if all parties had jointly drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this MOU.
10. **Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows

COUNTY: County of Yuba
Attn: Director of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

YCWA: Yuba County Water Agency
Attn: General Manager
1220 F Street
Marysville, CA 95901

11. **Indemnification – Hold Harmless.** Each party shall indemnify, defend, protect, and hold the other party harmless, and their respective directors, officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert

witness and consultant fees, and litigation costs) of every nature arising out of or in connection with the party's negligent performance under this Agreement, breach of or failure to perform under this Agreement, or misconduct relating to this Agreement. Obligations under this section shall survive the termination of the MOU.


12. This MOU shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on this day entered above.

"COUNTY"
County of Yuba

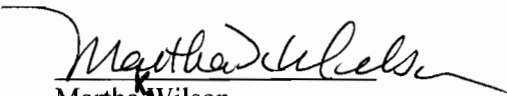
"YCWA"
Yuba County Water Agency

John Nicoletti,
Chairman, Board of Supervisors



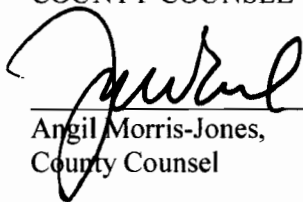
Curt Aikens
General Manager

INSURANCE PROVISIONS
APPROVED



Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL




Angil Morris-Jones,
County Counsel

Attest:

Donna Stottlemeyer
Clerk of the Board of Supervisors



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: July 22, 2014
Re: Amendment #3 – Indigo/Hammond & Playle Architects, LLP

Recommendation

It is recommended that the Board approve contract amendment #3 between the County of Yuba and Indigo / Hammond & Playle Architects, LLP for the addition of a dedicated communications/computer room for the Yuba County Water Agency within the New Sheriff Operations facility, and authorize the Chair to sign.

Background

In May 2012, the Board authorized a two-year agreement with Indigo / Hammond & Playle Architects LLP for design of the New Sheriff facility located at 720 Yuba Street, Marysville. On June 24, 2014, that agreement was extended through January 2016.

While conducting building and tower systems analysis and diligence in the development of the Yuba Street property as the new Sheriff Operations facility, staff was approached by the Yuba County Water Agency (YCWA) who expressed a need to implement connections between their facilities and tower locations. Through several meetings and discussions with YCWA staff, a collaborative approach was developed that resulted in the County and the YCWA partnering in a communications tower project, benefitting both public safety and the YCWA through cost savings and efficiency.

Discussion

The County has entered in to a Memorandum of Understanding (MOU) with the YCWA for the purchase and utilization of the radio communications tower and connectivity to a dedicated communications/computer room within the new Sheriff Operations facility. Indigo Architects will work with the County and the YCWA to determine the Water Agency's needs and connectivity to the tower and complete an architectural design that meets the needs of both agencies.

Committee Action

Due to the routine nature of this action, it has been brought directly to your Board for consideration.

Fiscal Impact

The cost for the design of a communications/computer room is estimated to be \$50,000 and will be reimbursed by the YCWA as part of their MOU agreement. Any additional work resulting in additional fees to be completed will be presented to you prior to taking any action.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY ADMINISTRATIVE SERVICES**

AMENDMENT # 3

This is the third amendment to the agreement, dated May 4, 2012, for Architectural Design and Engineering Services for the Yuba County Sheriff's Facility between the County of Yuba (COUNTY) and INDIGO / Hammond & Playle Architects, LLP (CONTRACTOR).

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

- (1) Attachment A, Scope of Services. Add Yuba County Water Agency Communications Room. Add A.1.1.1 Project Scope, for the Yuba County Water Agency Communication room within the site at 720 Yuba Street, Marysville, CA being developed for the Yuba County Sheriff (YCSO) Facility. All tasks listed in A.1.2 through A.1.8 should be applied as applicable to the specifics of this portion of the project. This portion of the project will include redesign as necessary to the current 100% complete plans.
- (2) Attachment B, Payment. Add a separate payment section to B.4, Payment Schedule for the Yuba County Water Agency Communication Room.
 - B.4.1a Phase 1 – Scoping Phase
 - B.4.3a Phase 2 – Design and Final Approvals
 - B.4.4a Phase 3 – Bidding and Construction
 - B.4.5a Total Compensation Not to Exceed \$50,000

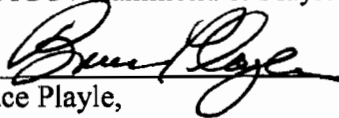
All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 3 to the Agreement on _____, 2014.

"COUNTY"
County of Yuba

John Nicoletti,
Chair
Board of Supervisors

"CONTRACTOR"
INDIGO / Hammond & Playle Architects, LLP


Bruce Playle,
Principal

Approved by County Counsel


for Argil Morris-Jones

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone: (530) 749-5430 • Fax: (530) 749-5434

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING 304-14
749-5440 • Fax

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

TO: Board of Supervisors

FROM: Tejinder Maan, Environmental Health Director *TM*

SUBJECT: Adopt a Resolution confirming the report of delinquent charges and order of assessment

DATE: July 9, 2014

Recommendation: Adopt a resolution confirming the report of delinquent charges and order of assessment to be placed on the property tax roll.

Background: The owner of any improved property within the mandatory pickup area is required to subscribe to and pay for refuse collection service to be rendered by Yuba Sutter Recology per County Ordinance 7.05.

Discussion: Yuba Sutter Recology submitted a report of delinquent accounts as required by Ordinance to the Yuba County Director of CDSA for all of the unpaid bills for the service rendered by them. Per Yuba County Ordinance 7.05, a hearing was held on July 9, 2014, which provided the county residents an opportunity to have their name removed from the report. After the conclusion of the hearing process, the final report of delinquent charges and order of assessment was created. A resolution from the Board is needed to place this report on the property tax roll.

Fiscal Impact: There will be no additional cost to the county and no impact to the general fund.

TSM:meh

MINUTES OF THE YUBA COUNTY
ASSESSMENT FOR COLLECTION AND DISPOSAL
OF GARBAGE
Wednesday, July 9, 2014
2:00 p.m., Board Chambers
915 8th Street
Marysville, CA 95901

CALL TO ORDER

The meeting was called to order at 2:00 p.m. by Kevin Mallen with Tej Maan, Angel Morris-Jones, Chris Thornburg and Melissa Percifield present.

PUBLIC HEARING

Kevin Mallen, CDSA Director, explained to those present that the Public Hearing was being held to give property owners an opportunity to voice their objection to the delinquent charges and possibly work out some type of agreement for payment in order to avoid an assessment being placed on their property.

Stephen Papadopoulos, 6047 Beede Avenue, stated that he was laid off his job in November, 2013, and his unemployment ended in March, 2014. He went back to work last week. He said that he will be able to Pay half of his bill on July 15th and the other half on August 1st. Recology staff will work with him to arrange payments.

Carol Kelly, 1341 Hammonton Road West, said that she wants to pay \$100 today on her bill and will be able to pay the rest following the third of August. Recology staff will work with her to arrange payments.

Chris Thornburg said she would take the \$100 payment after the hearing.

Gene Lee, 5865 through 5869 Garden Avenue, stated that the delinquent billing is from accounts opened by tenants or property owners prior to his purchase of the property. He stated that the account opened by him upon purchase of the property is paid and up to date. He purchased the property in December of 2013. Chris Thornburg said that Mr. Lee is only responsible for billings since December 16, 2013. She said she will go over the accounts and send him an updated accounting of any bills he owes.

Wendy Franklin, 5523 Cottonwood Avenue, stated that she has had a series of hardships and should have called to make arrangements. She said that she has been approved for social security disability and will receive her first check in August. She will be able to pay following the third of August. Recology staff will work with her to arrange payments.

Thomas Wroten, 5318 Feather River Blvd., said that he has owned the property for 13 years. He said that the second house has not been habitable since the flood in 1997. He said that the property had accumulated a large amount of trash and junk and a couple of years ago his roommate/partner/co owner had started a second pickup service and called it 5318 FRB #B. Mr. Wroten said that both services have been used (Recology staff verified that both services have been actively used.). Mr. Wroten said that he didn't realize how far behind his bill was as his former girlfriend hid the bills from him. He said that as the second house is not inhabitable he wants to discontinue the service. He said that he wants to pay the bill \$5 or \$10 per month until it is paid off. Recology staff said that they will verify that the house is unoccupied and will pull the carts for the second service and will discontinue billing for the second service.

Chris Thornburg also said that the bill for 2012 had been placed as a lien and that Mr. Wroten hasn't paid a payment since 2012. Mr. Mallen agreed that the amount of the proposed payments was too small and would take too long to pay off the bill. It was agreed that the lien will be placed on his property and that Mr. Wroten could pay it off to the Tax Collector at any time. Mr. Wroten was concerned about placing the burden on his roommate.

There being no further discussion, the hearing was closed at 2:36 p.m.

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**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

RESOLUTION NO: 2014-

IN RE:

A RESOLUTION CONFIRMING REPORT)
OF DELINQUENT SOLID WASTE)
COLLECTION CHARGES AND ORDER)
OF ASSESSMENT)

WHEREAS, the owners of improved property within the Mandatory Pickup Areas, which are described in Chapter 7.05 of the Yuba County Ordinance Code, are required to subscribe for and pay for refuse collection services, and

WHEREAS, certain subscribers have failed to pay for such refuse collection on a timely basis, thereby accruing delinquent charges; and

WHEREAS, Recology Yuba Sutter, has submitted to the County a report of delinquent charges referring to each separate parcel of real estate and the amount of charges proposed to be assessed; and

WHEREAS, the notice of the hearing was given in accordance with §7.05.230 of the Yuba County Ordinance Code, and

WHEREAS, a hearing was conducted wherein objections and protests from property owners liable to be assessed for the delinquent charges was heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby confirms the special assessments against the respective parcels of land as set forth in Attachment A, attached hereto by this reference, and directs that charges imposed upon such respective parcels of land by placing them on the fiscal year 2014/2015 property tax roll. Each such assessment shall be increased by the amount of Twenty-Five Dollars for the County's administrative expenses. This will be effective for any remaining unpaid bills as of August 1, 2014.

BE IT FURTHER RESOLVED that the assessment shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 22nd day of July, 2014, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

JOHN NICOLETTI, CHAIR

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to form:


Angel Morris-Jones, County Counsel

Attachment - A

YUB Lien Hearing Report - 7-9-14.xlsx

Cust #	Customer Name	Owner Name		Service Address	Lien #	Parcel #	Lien Amt	Curr Bal
1608980	LONG, JOHNNY & CAROL	LONG JOHNNY S & CAROL M	2024	ABELLA CT	93775	022-221-008-000	653.93	993.05
1289	HAMMONDS, MELISSA	JONES DANIEL K & TINA L	5281	ACACIA WAY	93339	021-481-005-000	271.20	480.91
1702398	CARY, NORINE	CARY NORINE	5286	ACACIA WAY	93537	021-472-021-000	331.81	503.85
1777721	INOYE, JOANN	ELDERIS CLAYTON	6102	ALBERTA AVE	93100	019-291-009-000	329.22	501.18
972224	STOKER, TROY S	STOKER TROY	5977	ALBRECHT WAY	92913	021-143-003-000	160.80	410.03
2011922	PHILAPY, SIERRA	BURD DAVID E	5968	ALBRECHT WAY	93224	021-142-005-000	119.43	363.69
5173	JAMISON, DONNA	DIXSON DAVID	5603	ALICIA AVE	92880	020-280-015-000	392.12	503.85
1276153	LITTLE, FRANK	LITTLE FRANKLIN D	5736 A	ALICIA AVE	92967	020-122-060-000	331.81	503.85
1276161	LITTLE, FRANK	LITTLE FRANKLIN D	5736 B	ALICIA AVE	92968	020-122-060-000	331.81	503.85
1276179	LITTLE, FRANK	LITTLE FRANKLIN D	5736 C	ALICIA AVE	92969	020-122-060-000	331.81	503.85
1398273	WALKER, JOHN & JOANNE	WALKER JOHN	5752	ALICIA AVE	92983	020-122-065-000	489.59	745.04
1659251	CROSS, JOHN & BREE	CROSS JONATHAN	5547	ALICIA AVE	93045	021-331-024-000	354.66	608.08
1860071	SELF, KYLE	SELF LEONARD & DARLENE	5505	ALICIA AVE	93139	021-381-014-000	331.65	503.68
1920628	LEDESMA, MERTHA	LEDESMA MIRTHA	5685	ALICIA AVE	93167	020-183-009-000	224.27	393.05
2034148	TROLINGER, MICAYLA	FOCHS DOROTHY D	5568	ALICIA AVE	93247	021-381-030-000	80.40	244.84
2083194	MYERS, RUTH	BRASHER EVELYN	5597	ALICIA AVE	93289	020-280-019-000	268.20	438.31
1986892	HIVELY, JAMES	LEAL FRANCISCO	5540	ALICIA AVE	93291	021-382-020-000	149.31	153.76
1089192	ESCOBAR, SONYA	BALEZ RAYMOND MIKE & CAROLYN	798	ALMOND AVE	93204	020-054-004-000	170.48	338.78
1936251	PACE, GEORGE	LANZA ROY E	6013	ALPINE WAY	92932	020-054-004-000	331.81	503.85
1956739	BISIAUX, KENNETH	BURNS PHILLIP & STEPHANIE	1392	AMARANTH ST	93501	014-681-012-000	116.46	360.63
672477	WILLEY, MATT	MARSH REBECCA ANN	1401	AMARANTH ST	93637	014-681-005-000	231.51	402.03
1819002	LEE, WILLIAM	LEE WILLIAM J & DEBRA D	5753	ARBOSA RD	93900	020-222-021-000	326.00	335.78
1862333	BARNUM, MARSHA	NAHLEN BERNARD F	5593	ARBOSA RD	93116	020-222-021-000	348.77	521.32
1929728	ALVAREZ, MANUEL	GARCIA MARTIN & TELMA	5513	ARBOSA RD	93140	021-393-004-000	165.22	265.21
1970490	BROCKMAN, TERRI	WOOD DENNIS	5714	ARBOSA RD	93171	020-252-007-000	51.33	176.73
2056695	WARD, MICHAEL	NAHLEN BERNARD F	5597	ARBOSA RD	93193	021-393-003-000	275.84	447.70
2065720	BIAS, DAVID	KIRK SHAWN	5634	ARBOSA RD	93267	021-341-039-000	82.88	247.39
2128605	BECKETT, DORI	LEAL STEPHEN	5717	ARBOSA RD	93273	020-222-014-000	449.41	462.89
1958396	KLEEN, JOSH	ALEGRIA LUIS & GILBERT AMELIA	5743	ARBOSA RD	93330	020-222-004-000	64.32	228.27
2004513	JACKSON, ELECTRA	HICKS GEORGE	3855	ARBOSA RD	93845	014-850-004-000	368.54	561.09
1084029	HARPER, SUSIE	LANDAVERDE MARIA MARGOTH	4649	ARBOSA RD	93667	013-251-031-000	44.52	45.85
1804582	BURKET, TIMOTHY	HARPER SAMUEL BRADY	4707	ARBOGA RD OL	93425	013-201-019-000	119.43	363.69
1969724	TRULL, MEGAN	BURKET TIMOTHY CLAIR	4723	ARBOGA RD OL	93575	013-201-033-000	80.40	110.04
2051423	BARABIN, TANIA	VAN TASSEL, STANLEY	4587	ARBOGA RD OL	93654	013-300-030-000	462.58	748.12
1977933	FARRIS, ERIKA	BARABIN SHANNON	4759	ARBOGA RD OL	93700	013-201-037-000	108.41	111.67
1125186	SMITH, JAMES & TAMARA	PELLEGRINI JACKLYN	3698	ARCANO AVE	93656	014-473-004-000	208.29	214.49
1232313	VAN GUTMAN, JON	CURT DARLENE L	4655	ARMORE AVE	93340	013-282-040-000	331.51	503.53
1661677	LOPEZ, JOSEPH	SMITH JAMES LEROY & TAMARIA	4608	ARMORE AVE	93443	013-321-039-000	331.81	503.85
1704444	BLAKE, BRANDY	VAN GUTMAN JON	4520	ARMORE AVE	93458	013-331-005-000	331.81	503.85
1711175	LOPEZ, RICHARD	LOPEZ JOSEPH	4674	ARMORE AVE	93527	013-281-002-000	331.72	503.85
1922681	BLAKE, BRANDY	DAVIES GENE & BETTY J	4605	ARMORE AVE	93539	013-322-026-000	331.81	503.85
2044600	VIBBARD, CECIL	GARCIA ANTHONY T	4724	ARMORE AVE	93542	013-231-037-000	331.81	503.85
2064087	FRITZ-SHREVE, MARYHA	QUINTERO JOSE & GUADALUPE	4637	ARMORE AVE	93629	013-282-019-000	482.85	748.40
2069391	LEWIS, LLOYD	ROSE RODNEY B	4421	ARMORE AVE	93686	014-072-016-000	181.33	186.73
1445543	MOOREBECK, WILLIAM	HOLMES LELAH F	4490	ARMORE AVE	93712	014-021-013-000	162.01	328.91
590539	MILLER, LISA	BARNES BRIAN & DEBORAH	4304	ARMORE AVE	93721	014-062-010-000	321.88	493.62
1240613	OLIVER, DAMON C	MOREBECK WILLIAM C & JOAN K	1669 D	ASH WAY	93004	021-131-015-000	286.46	615.70
1847763	TRICE, JASMINE	TUMBER REMA	5268	ASPEN WAY	93366	021-482-007-000	213.31	219.66
1736198	ALVARADO, CLAUDIA	OLIVER DAMON C	5268	ASPEN WAY	93428	021-471-018-000	327.09	498.99
1867720	CRITES, ROGER & CYNTHIA	NEWMAN WILLIAM & ANNETTE	5276	ASPEN WAY	93461	021-483-002-000	80.40	244.84
1878271	RAI, JASH PAUL	ROSE RODNEY B	2177	ASPEN WAY	93552	021-471-014-000	331.81	503.85
1891860	LUSTER, KENDRA	ALVARADO CLAUDIA	2213	AUGUST WAY	93603	014-650-011-000	91.90	257.45
1395862	LUNA, INELDA & MARIO VEGA	GOLD MICHAEL R	2220	AUGUST WAY	93603	014-650-005-000	307.49	557.43
		RAI J P	2129	AUGUST WAY	93608	014-650-080-000	321.88	493.62
		LUSTER RODNEY T	2129	AUGUST WAY	93613	014-650-019-000	81.30	245.76
		VEGA MARIO M	1740	BARNET AVE	93480	013-670-024-000	351.49	524.12

Cust #	Customer Name	Owner Name		Service Address	Lien #	Parcel #	Lien Amt	Curr Bal
1932086	YANG, MELANIE	TRAN TUAN T	1755	BARNES AVE	93632	013-670-013-000	162.01	328.91
632992	RODRIGUEZ, ANA	RODRIGUEZ CARLOS & ANA	1893	BAUGH ST	93369	014-091-030-000	492.65	748.19
1001387	NOTESTINE, RANDAL & EVELYN	NOTESTINE RANDAL C & EVELYN M	1899	BAUGH ST	93403	014-091-029-000	181.81	349.31
1096429	OLSON, LINDA	OLSON GLEN & LINDA	1827	BAUGH ST	93429	014-561-002-000	650.22	989.23
1096445	JUDD, STEVE & LYNN	CITIFINANCIAL SERVICES INC	1942	BAUGH ST	93430	014-092-009-000	331.81	503.85
1103944	LUNA, FRANCIS	LUNA FRANCIS A	1793	BAUGH ST	93441	014-052-006-000	330.57	502.57
1877612	FAUPLIA, KEIKO	FAUPLIA ELIA & KEIKO	1928	BAUGH ST	93606	014-092-007-000	603.93	942.30
2054765	TUMBER, AMIT	TUMBER AMIT	1949	BAUGH ST	93702	014-091-022-000	323.87	495.67
1566348	FREITAS, KELLY	FREITAS KELLY	5686	BAYWOOD DR	93019	019-541-012-000	331.81	503.85
2092351	BOWERS, LINDSEY	BOWERS LINDSEY DANN	5757	BAYWOOD DR	93300	021-185-001-000	80.40	503.85
996777	SCHUK, VIRGINIA	LAFAYETTE DIRK	4855	BEAVER LN	93402	013-112-012-000	331.81	503.85
1233154	SHIRA, BETTY	PROTHERO BETTY J	4852	BEAVER LN	93459	013-111-008-000	327.17	499.07
1590900	JOHNSON, DEANNA	JOHNSON RIECKERT DEANNA	6021	BEDE AVE	93226	021-100-029-000	81.61	246.08
2002772	PAPADOPULOS, STEVE	PAPADOPULOS CONSTANTINE & GWEN	6047	BEDE AVE	93217	021-094-002-000	244.97	414.38
440305	BURROW, REGINA & MICHAEL	BURROW REGINA G & MICHAEL	1808	BEVERLY AVE	93357	014-132-003-000	177.01	344.37
1389618	TANNERHILL, KATHY	TANNERHILL KATHY C	1923	BEVERLY AVE	93479	014-131-023-000	481.84	737.06
1726736	SHIMANSKY, CLINT	SHIMANSKY CLINT	1922	BEVERLY AVE	93547	014-132-031-000	331.81	503.85
1762442	MC LENNAN, EDITH	GIBBS JONATHON	1945	BEVERLY AVE	93713	014-131-014-000	169.08	417.87
2064129	VARGAS, MARICELA	MCCARLEY FRANK & LORETTA	1810	BIDWELL BAR DR	93797	016-310-026-000	80.40	244.84
1718345	GULYASH, VALERIE	GULYASH VALARIE	2086	BIDWELL BAR DR	93813	016-330-027-000	90.09	334.07
1826221	KLABOUCH, SHARRY	HASTY SHARRY L & HOMER D	2202	BIDWELL BAR DR	93829	016-340-010-000	323.58	495.36
1963602	BURNETTE, PATRICIA	THAKRAN ALKA & JOERGER BRETT	2172	BIDWELL BAR DR	93418	016-492-011-000	331.51	503.53
1042639	CEDILLO, EDWARD	CEDILLO EDWARD ANTHONY	3941	BIGLOW DR	93169	021-313-010-000	331.82	503.86
1917079	LEMUS, ROBERTO & ALICIA	LEMUS ROBERTO & ALICIA V	1400	BINGHAM AVE	93169	021-313-005-000	331.79	503.83
1924604	MC KEE, DANAE	MCCLASKEY BRUCE A & MICHELLE	1422	BINGHAM AVE	93305	021-313-002-000	37.80	203.02
2096121	BICKLEY, CAROL	JOHAL LLC	1376	BINGHAM AVE	92933	021-312-006-000	80.40	137.24
2116846	PHILLIPS, MELINDA	SMITH TILLIE ROZILLE	1399	BINGHAM AVE	92933	021-183-005-000	331.96	504.00
1089788	MURPHY, MYRTLE	MURPHY MYRTLE	1984	BIRCH CT	92933	014-022-006-000	331.81	503.85
637983	JL CONSTRUCTION	CARIKER BRIAN & SANDY	4484	BOMANN DR	93370	013-365-008-000	268.30	438.31
1019694	FLORES, HECTOR RAMIREZ	FLORES HECTOR RAMIREZ	4496	BOMANN DR	93411	016-390-021-000	225.54	483.41
1637511	OSMUN, BARBARA	LE THUY	2036	BRANDING IRON WAY	93779	016-390-011-000	257.56	285.28
1648476	WILLIAMS, MELISSA & STEVE	SIERRA CENTRAL CREDIT UNION	2053	BRANDING IRON WAY	93780	021-563-021-000	324.66	416.08
1369370	REED, LOUIS	REED LUIS	2179	BRENT AVE	92984	021-563-031-000	331.64	503.67
1719764	NAVARETTE, ART	NAVARETTE SYLVIA A & ART H	2121	BRENT DR	93067	021-563-017-000	84.11	248.66
2020394	GARZA, ALEX	GARZA ALEXANDER C	2203	BRENT DR	93235	013-700-018-000	639.09	977.77
1475334	KUMAR, ROHIT	KUMAR ROHIT & KANTA	1740	BRIANNA AVE	93491	014-310-064-000	371.42	564.06
1564434	HANDCOCK, CHRIS	HANDCOCK CHRISTOPHER D	1034	BROADWAY RD	93768	014-300-050-000	368.53	561.08
1564459	DAVIS, RODNEY	DAVIS RODNEY LOREN	1365	BROADWAY RD	93769	014-340-022-000	371.59	564.23
1564624	MORSE, CHARITY	MORSE CHAD E & CHARITY L	1596	BROADWAY RD	93770	014-320-036-000	368.62	561.17
1564657	TRIGGS, ROSEMARY	TRIGGS ADELE ROSEMARY	1657	BROADWAY RD	93771	014-320-015-000	371.59	564.23
1809070	MORRISSEY, SUE	MORRISSEY WILLIAM	1683	BROADWAY RD	93807	014-320-014-000	39.62	48.71
1823400	MANAS, JASON	DELANEY DIANA JEAN	1689	BROADWAY RD	93811	014-310-030-000	371.48	564.12
1888990	REEVES, JERRY	BUSHERS GLEN A	1440	BROADWAY RD	93821	014-300-037-000	105.04	289.63
2119626	NOLAN, RICK	DAVIS RODNEY	1017	BROADWAY RD	93850	016-613-011-000	110.80	276.15
1594761	SAUCEDO, LUIS	SAUCEDO LUIS	1851	BROKEN BIT DR	93774	016-460-052-000	82.01	111.69
1423995	ANGOLINI, ANNEMARIE	ANGOLINI ANNEMARIE	1128	BROKEN SPUR WAY	93764	016-560-031-000	235.44	486.98
1832882	LAGASSE, MERRY	LAGASSE CORI & MERRY A	1190	BROKEN SPUR WAY	93814	016-560-033-000	247.39	416.87
1964855	POWELL, KEVIN	JOHNSON LAWRENCE W	1202	BROKEN SPUR WAY	93832	016-495-009-000	329.41	501.37
1690723	HORNING, MARK	REYNOLDS GARRETT SCOTT	1065	BROOKGLEN DR	93782	014-632-018-000	121.22	302.61
1207026	REYNOLDS, JENNIFER	LOGAN ROBERT & MARY	1715	BROOKGLEN DR	93473	014-633-002-000	71.81	219.18
1345248	LOGAN, MARY	MUNOZ, JESSE & DEBORAH C	1709	BROOKGLEN DR	93523	014-632-024-000	331.68	503.72
1653666	MUNOZ, DEBORAH	HOPKINS VICKIE L	1637	BROOKGLEN DR	1698	014-473-014-000	227.94	234.78
1703495	HOPKINS, VICKIE	CRUMLEY RICHARD & ANDREA H	1698	BROOKGLEN DR	93554	014-472-004-000	80.40	244.84
1742147	CRUMLEY, ANDREA	KHAN MOHAMMAD	1596	BROOKGLEN DR	93643			
1953033	KHAN, MOHAMMAD	SMITH MACK M	1589	BROOKGLEN DR	93643			
1083484	SMITH, MACK	MARTINEZ JUAN C	3905	BROUGHAM WAY	93620			
1904176	ANDERSON, SHERRI		3892	BROUGHAM WAY	93620			

Cust #	Customer Name	Owner Name	Service Address	Lien #	Parcel #	Lien Amt	Curr Bal
2080828	WAGIA, ALIYAH	YOUNG GERARD	BROUGHAM WAY	3889	014-473-013-000	232.34	401.37
1647684	MORENO, DONNA	MORENO DONNA LEE	BUCKSKIN WAY	1535	013-774-008-000	492.86	748.41
1154012	SWEENEY, KEN	SWEENEY KENNETH A & PATRICIA A	BUTLER DR	2177	021-550-006-000	30.19	193.11
1755651	HILLIARD, REGINALD & TERRA	HILLIARD REGINALD & TERRA	BUTLER DR	2184	021-550-023-000	236.39	488.00
1961045	LOPEZ, DEYVE	COLLAZO LILIANA	BUTLER DR	2172	021-550-021-000	80.40	244.84
1718388	SALO, SARA	SALO BENJAMIN	BUTTER MILK CT	1185	016-230-007-000	82.80	247.31
1559822	PRADO, PATRICIA	PRADO ROGER & PATTY	BUTTERFLY LN	1426	013-384-001-000	331.81	503.85
2001758	FINIGAN, TIM	RAMIREZ MANUEL	CALISTOGA WAY	1609	013-640-026-000	330.90	502.90
1902824	BEARDSLEY, THOMAS L	SHIPMAN JOHN & MARILYN	CANAL ST	5104	910-000-682-000	331.80	503.84
2015880	LANKFORD, JACQUELINE	LANKFORD JACQUELINE C	CANAL ST	5069	013-473-001-000	329.09	501.05
1885300	FRENCH, JOSH	FRENCH JOSHUA	CANYON CREEK TRL	2326	016-210-005-000	80.40	244.84
1962026	AUST, SHAWNA	MCULLOUGH BRIAN J	CANYON CREEK TRL	2344	016-210-002-000	325.28	497.12
2022754	DOMINGUEZ, LUCINDA	BITTNER VIOLET	CANYON CREEK TRL	2349	016-200-025-000	71.46	237.91
1388917	KUDELIN, ALEXSANDR	KUDELIN ALEXSANDR & VALENTINA	CASA DULCE WAY	2254	016-240-029-000	365.59	617.29
1432244	CROUCHET-HUERTA, CRISTINA	HUERTA CRISTINA CROUCHET & MAR	CASA DULCE WAY	2233	016-250-027-000	341.99	514.33
1735331	GONZALEZ, MAX	GONZALEZ MAX	CATALPA ST	1585	021-463-015-000	331.81	503.85
1800895	HANSEN, DANIEL	NICHOLS MIKE	CATALPA ST	1584	021-464-006-000	267.41	518.43
2040178	RENTERIA, LILIANA	AMBROCIO EZEQUIEL GUZMAN & RAM	CATALPA ST	1566	021-464-003-000	111.98	115.31
1018225	BONNEY, DAVID	BONNEY DAVID T	CATTAIL CT	1616	019-401-009-000	331.81	503.85
1023308	BAKER, RANDY	BAKER RANDY D	CATTAIL CT	1619	019-401-019-000	331.81	503.85
1795905	ALVAREZ, FRANCISCO	ALVAREZ FRANCISCO	CATTAIL CT	1589	019-401-014-000	80.40	244.84
836239	MOLINET, SANDRA	MOLINET JAMES H & SANDRA	CATTAIL DR	1680	019-382-019-000	43.74	210.12
1052984	COUTEE, JOE	COUTEE JOE H JR & LATRON D	CATTAIL DR	1672	019-382-017-000	241.35	410.65
1461144	UBIAS, JUANA	UBIAS JUANA & MIGUEL A	CATTAIL DR	1731	019-411-001-000	82.01	246.49
1776814	TAYLOR, SAMANTHA	PATTY OBED & LEANNA C	CATTAIL DR	1671	019-383-015-000	81.65	126.00
1933888	ROCKENSTEN, CLIFFORD P	H3 PROPERTY WEST L P	CATTAIL DR	1740	019-412-007-000	170.31	175.38
1934421	CAMACHO, KARINA	CAMACHO KARINA	CATTAIL DR	1607	019-401-016-000	80.40	244.84
1079649	DANZERO, JOYCE & CHRIS	DANZERO JOYCE & CHRIS	CECILIA WAY	2179	021-540-006-000	215.89	384.42
1832260	WEIGT, AMANDA	WEIGT BRANDEN C & AMANDYA D	CECILIA WAY	2196	021-540-024-000	332.33	504.38
1015197	PACK, IVAN	PACK IVAN & ALISON	CHAPMAN AVE	1923	013-140-069-000	492.87	748.42
1435494	HUTCHINS, HAZEL	HUTCHINS STEPHEN E & HAZEL	CHAPMAN AVE	1909	013-140-008-000	492.87	748.42
1663772	BOROFF, BRENDA	BOROFF BRENDA SUE	CHAPMAN AVE	1915	013-140-070-000	332.63	583.34
2029551	MENDOZA, MIGUEL	PROTEGER LLC	CHARLOTTE CT	1710	013-451-070-000	67.99	70.01
2080034	HOLT, DELMER	PROTEGER LLC	CHAPEL DR	1712	013-451-070-000	79.72	82.10
1622471	COOK, STEVE	COOK STEVE	CHAPEL DR	1649	014-631-019-000	240.65	488.58
2016780	RASCINER, ERIK & EMILIE	RRREF LLC	CHAPEL DR	1680	014-632-012-000	82.22	246.71
484139	HANCE, LEONORA & MICHAEL	HANCE MICHAEL & LEONORA	CHESTNUT ST	5108	013-480-050-000	115.98	283.40
1104520	RAMIREZ, MARIA	RAMIREZ ALFREDO C & MARIA Z	CHESTNUT ST	5282	021-481-018-000	278.12	527.18
1557867	PARKER, JAMES	PARKER JAMES R JR	CHESTNUT ST	5644	021-351-004-000	313.08	493.01
1392042	WITT, CHRIS	WITT CHRISTOPHER	CLEAR WATER CT	1551	019-460-015-000	119.43	363.69
1395771	ANCHETA, FRAN	ANCHETA BARON & FRANTYA	COBBLESTONE DR	1680	019-383-018-000	654.03	993.15
1436698	FERGUSON, KIMBERLY	FERGUSON KIMBERLY	COBBLESTONE DR	1735	019-391-003-000	331.81	503.85
1735299	KING, SHAWNA	JORGENSEN CASEY & KING SHAWNA	COBBLESTONE DR	1716	019-383-027-000	304.80	313.94
1906535	BERTSCH, KELLY	BERTSCH HARRY M & KELLY M	COBBLESTONE DR	1780	019-450-056-000	162.01	328.91
1986687	FRAZIER, ROSCOE	PEGANY JIT S & EVELYN M	COBBLESTONE DR	1720	019-383-028-000	478.12	492.57
2057156	JOHNSON, BRANDIE	HANOSH AARON EUGENE & SHANNON	COBBLESTONE DR	1763	019-450-026-000	92.40	208.59
1390384	DAYLEY, BRENT	DAYLEY BRENT T	COFFEE CREEK WAY	2108	016-280-008-000	492.87	748.42
1483817	SERRANO, MELANI	SERRANO MELANI	COFFEE CREEK WAY	1810	016-571-009-000	365.69	617.40
1634583	ELLISON, LINDA	ELLISON LINDA	COFFEE CREEK WAY	1906	016-460-012-000	378.86	500.54
2024636	GONZALES, MIRANDA	SINGH MANJIT	COFFEE CREEK WAY	2119	016-260-016-000	479.96	735.12
57984	BARLAGE, RICHARD	BARLAGE RICHARD L & NANCY K	COHN AVE	5865	020-112-012-000	140.31	308.07
931782	ENRIGHT, ELLEN	ENRIGHT ELLEN KAY	COHN AVE	5889	020-112-018-000	359.15	610.66
1754704	CHAVEZ, GUADALUPE	CHAVEZ GUADALUPE	COHN AVE	5919	020-102-015-000	368.50	609.99
1888239	THOMAS, SONDRRA	THOMAS BILLY JR	COLLEGE WAY	4330	014-061-006-000	262.21	590.64
1923660	DOBYNS, JACOB & ABIGAIL	FOINLEY ABIGAIL	COLLEGE WAY	4398	014-051-003-000	321.88	493.62
1383447	CONLEY, TAMIE &	CLARK CALVIN B	COTTONWOOD AVE	5568	020-202-073-000	25.57	188.56
1880970	EUERLE, MARCUS	SWIFT JOHN P	COTTONWOOD AVE	5520 A	020-202-076-000	275.44	317.19

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1983021	VELLEZ, JENNIFER	CLARK CALVIN B	5566 B	COTTONWOOD AVE	93211	020-202-073-000	138.39	142.52
2017887	WASHBURN, GINGER	ANCHAK ALBERT A	5576	COTTONWOOD AVE	93229	020-202-009-000	326.73	498.61
2031219	HARPER, KATRINA	CLARK CALVIN B	5566	COTTONWOOD AVE	93242	020-202-073-000	195.13	200.84
2038800	FRANKLIN, WENDY	FRANKLIN WENDY & DAVID	5523	COTTONWOOD AVE	93254	020-260-033-000	78.40	242.78
2078202	PHARR, REBECCA	CLARK CALVIN B	5568 D	COTTONWOOD AVE	93283	020-202-073-000	284.29	454.88
2081883	LINT, JORDAN	SWIFT JOHN P	5520	COTTONWOOD AVE	93288	020-202-075-000	130.24	296.18
2092732	ADERMAN, BRANT	CLARK CALVIN B	5568 C	COTTONWOOD AVE	93301	020-202-073-000	97.86	100.82
2104271	SIMPSON, TAMI	CLARK CALVIN B	5566 B	COTTONWOOD AVE	93309	020-202-073-000	141.33	145.57
2116366	ESCOBAR, TEODORA	KHAN MOHAMMAD	5512	COTTONWOOD AVE	93321	020-202-077-000	113.04	278.47
2131019	ADERMAN, BRANT	CLARK CALVIN B	5566 B	COTTONWOOD AVE	93335	020-202-073-000	33.50	196.52
1549492	ANCHAK, ALBERT	ANCHAK ALBERT A	5576 A	COTTONWOOD AVE	93305	020-202-009-000	331.81	503.85
1777556	PEREZ, OSCAR	PEREZ OSCAR	1958 C	COUNTRY CLUB CT	93099	021-162-026-000	2,855.86	3,570.30
1943793	CHIMA, JAGUIT	CHIMA, JAGUIT S	1947 -51	COUNTRY CLUB RD	93178	021-162-033-000	3,459.76	4,324.63
1929413	GRAY, CHRIS	GRAY CHRISTOPHER A	2019	COUNTRY CREEK CT	93170	019-602-013-000	329.10	501.06
1523927	MAZON, ALBERT & JOYCE	MAZON ALBERT JR	1573	CRESS WAY	93487	021-462-011-000	80.40	244.84
1649532	MCLAUGHLIN, DAWN	MCLAUGHLIN DAWN J & KEVIN	1728	CROFT CT	93781	016-490-049-000	187.05	355.93
2004067	CONKLIN, CARRIE	SUNTSCH TRACIE	1722	CROFT CT	93838	016-490-048-000	162.01	328.91
1769694	HUFF, JENNIFER	HUFF JENNIFER A	1408	CROYDON CT	93800	016-540-049-000	492.32	747.85
1777077	MORSE, MARTHA	ARMAN MANPREET	1729	CRYSTAL CT	93567	013-710-044-000	106.72	109.90
1826692	BURR, ERNIE	SCHIAVO CLARA M	4178	DAN AVE	93584	014-190-042-000	241.35	286.73
1621374	CARRERAS, TINA	CARRERAS JOHN MANUEL	2071	DANFORTH WAY	93776	022-223-008-000	492.56	748.10
613968	LULE, JOSE	ZARAGOZA ISAIAS B & ROSALINA L	6373	DANTONI RD	92896	018-210-009-000	328.50	500.44
1249408	APEX INVESTMENTS	MILLER HOWARD R	6565	DANTONI RD	92965	018-220-007-000	1,210.44	1,851.89
2112795	GARANZON, JOHN	GUANZON JOHN & SONYA	6285	DANTONI RD	93314	018-210-042-000	134.80	300.88
2116762	CAREY, DANIEL	VAUGHN MURPHY D JR & NEIDA E	6257	DANTONI RD	93322	018-210-053-000	69.95	312.72
1222132	JOHNSON, JENNIFER	JOHNSON JONNIE & JENNIFER	4063	DEXTON DR	93455	013-630-008-000	81.63	246.10
1932144	TUMIV THOMES	REYES JOSE R & MARIA R	4225	DEXTON DR	93633	013-600-004-000	331.63	385.17
1006345	MELCHOR, PETRA	GARCIA PETRA	1734	DEBORAH LN	92916	021-220-061-000	78.54	80.88
1593151	BOGGS, CHARLIE	BOGGS CHARLES FRANKLIN-MONROE	1718	DEBORAH LN	93027	021-220-064-000	80.40	244.84
1851203	RAMOS, JESUS	RAMOS JESUS H	1725	DEBORAH LN	93132	021-220-070-000	331.72	503.76
1869296	GREEN, CHARLES W III & DEBORAH	GREEN CHARLES W & CLARA	1682	DEBORAH LN	93141	021-220-035-000	35.06	232.32
984278	JIMENEZ, ALVARO	JIMENEZ ALVARO	1515	DEREK DR	93401	021-532-017-000	244.22	492.25
1096874	PAINE, ANTHONY T	PAINE ANTHONY T	1528	DEREK DR	93431	021-533-013-000	321.88	493.62
1096882	MARQUETTE, DAVID J & MARY	MARQUETTE DAVID J & MARY L	1576	DEREK DR	93432	021-533-005-000	331.81	503.85
1627330	PEREZ, MARIA	PEREZ JIMMY & MARIA	1509	DEREK DR	93517	021-532-016-000	331.82	341.78
1945294	PRADO, JACOB	PRADO JACOB A & MICHELLE	1594	DEREK DR	93640	021-533-002-000	83.65	248.18
1729334	GARCIA, JUANA	GARCIA JUANA A	5563	DIANE WAY	93073	020-463-005-000	326.84	498.72
2104438	PEREZ, VICTOR	TORRES JESUS T	5587	DIANE WAY	93310	020-462-010-000	175.04	342.34
1408004	AMAYA, JOYCE	BEGLEY LARRY DEWAYNE & VIOLETT	1481	DOOSON AVE	92989	021-282-021-000	38.56	201.73
1695626	STANTON, SUSAN	JACOBS LEE E	1484	DOOSON AVE	93056	021-270-037-000	331.81	503.85
1695634	STANTON, SUSAN	JACOBS LEE E	1485	DOOSON AVE	93057	021-270-036-000	331.81	503.85
1811868	KUNDERT, ROBERT	JACOBS LEE E	1490	DOOSON AVE	93115	021-270-038-000	331.81	503.85
1959600	ROSS, PAUL E	ROSS PAUL EDWARD	1480	DOOSON AVE	93187	021-282-022-000	331.65	503.88
443259	TAYLOR, DENNIS & CHERYL	TAYLOR DENNIS R & CHERYL L	4106	DONALD DR	93358	013-650-007-000	331.81	503.85
1002799	SMITH, SUSAN	SMITH MICHAEL & SUSAN	4158	DONALD DR	93404	013-660-002-000	241.35	410.65
1618271	APPELT, AMANDA	APPELT JOSHUA D & AMANDA M	4152	DONALD DR	93415	013-660-001-000	81.61	162.85
1960301	HADDIX, DIANE	WILLIAMS ANJALA M	4137	DONALD DR	93646	013-620-021-000	151.79	151.79
1090133	MARTINEZ, LUIS & CYNTHIA	MARTINEZ LUIS & CYNTHIA	6129	DUNNING AVE	92934	021-072-018-000	331.81	503.85
1631662	QUINTERO, GUADALUPE	QUINTERO JOSE V & MARIA GUADAL	6123	DUNNING AVE	93039	021-072-017-000	331.80	503.84
2131977	KHAN, MOHAMMAD	BRINDAGE ALICE Y	6185	DUNNING AVE	93356	021-033-016-000	26.80	189.61
1445097	KUMAR, SURRANJAN	KUMAR SURRANJAN	1785	DURHAM CT	93756	016-540-013-000	62.01	227.41
1563295	WITZKE, MARY	WITZKE JERRY RONALD & MARY	3101	DYE RD	93765	014-310-068-000	81.41	266.80
1563295	PERCY, JIM	PERCY JIM	3167	DYE RD	93766	014-310-068-000	371.25	563.88
2077444	KIRN, JEFFREY	KIRN BRENDA J	2032	EARTHART WAY	93845	022-221-007-000	325.12	657.35
2109692	LYONS, ED	NONHPRASITH PHONESAVANH	1534	ELDERBERRY CT	93313	019-460-036-000	245.08	252.44
775868	DRAPER JR, FRANK & JACKIE	DRAPER FRANK E JR & JACKIE ANN	942	ELINOR AVE	92903	020-372-005-000	80.40	244.84
2033785	RHOADES, KEVIN & NOISHA	SERRANO IGNACIO SEDILLO & DELG	956	ELINOR AVE	93244	020-372-017-000	85.74	88.30

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2132645	NEEDENS, AEEVAH	KHANG LANG	913	ELINOR AVE	93338	910-001-671-000	39.81	281.67
1848936	MCCONNELL, ALONA	OCA MANUELA U	5248	ELIZABETH AVE	93131	020-360-043-000	321.88	493.62
1945302	PATRICK, K	PATRICK K	5215	ELIZABETH AVE	93180	020-360-046-000	331.70	503.74
782037	ROSS, GENE	ROSS THELMA J	1195	ELLA AVE	93373	013-360-015-000	371.58	564.22
2065597	HAND, ALEX	HUST BROTHERS	1161	ELLA AVE	93715	013-360-019-000	384.51	577.54
2060739	SCOTT, EMILY	BARTON BRADFORD & JAMIE	4053	EUGENE DR	93709	013-792-003-000	322.86	494.62
90688	ALVARADO, GAIL	ANAYA THERESA	4343	EVELYN DR	93341	014-550-011-000	69.08	234.47
842898	JONES, NEAL	JONES NEAL C	4326	EVELYN DR	93378	014-550-051-000	231.63	479.28
868646	ANAYA, THERESA	ANAYA THERESA E	4306	EVELYN DR	93381	014-422-022-000	315.55	487.09
1040211	SKIBBIE, MARIE	SKIBBIE DAVID I	4377	EVELYN DR	93416	014-550-028-000	331.81	503.85
1279082	PRUITT, STEVEN	PRUITT STEVEN T	4342	EVELYN DR	93463	014-550-059-000	53.60	217.64
1844323	PAEZ, JESSICA	OLAGUE ERNESTO PAEZ & PAEZ JES	4336	EVELYN DR	93591	014-550-056-000	81.64	246.11
1867696	CAMPOS, VERONICA	CALDERON MARY C	4369	EVELYN DR	93602	014-550-024-000	331.80	503.84
2021988	PRESLAR, TABITHA	JOHNSON TERRI	4311	EVELYN DR	93679	014-443-008-000	33.19	34.18
2027753	LAWSON, HENRY	LAWSON HENRY R	4330	EVELYN DR	93684	014-550-053-000	326.51	498.39
1726496	CASTAGNA, AARON	CASTAGNA AARON	1948	FALL RIVER DR	93040	019-530-055-000	83.65	86.14
1831270	BURGER, MICHAEL	BURGER JENIFER J	1925	FALL RIVER DR	93068	019-543-022-000	331.81	503.85
1927177	PARKS, AARON	PARKS AARON & ALLEN ERICA	1902	FALL RIVER DR	93168	019-544-006-000	653.93	993.05
1386374	BLOCKER, SHANE	BLOCKER SHANE LITTLE HAWK	6225	FARRELL WAY	92990	021-022-017-000	241.36	410.66
2018273	MCGRAW, DEANDRA	BLOCKER SHANE LITTLE HAWK	6209	FARRELL WAY	92930	021-022-017-000	331.82	503.86
1209139	KERSEY, SUSAN	KERSEY SUSAN & MICHAEL	4449	FEATHER RIVER BLVD	92957	013-350-008-000	371.59	564.23
1394139	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & LUPE	5405	FEATHER RIVER BLVD	92983	020-342-007-000	331.75	503.79
1396076	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	92986	020-202-041-000	230.97	470.68
1516053	PARMER, DIANE	VARDELL CLIFFORD ARCHIE	5406	FEATHER RIVER BLVD	93011	020-341-013-000	32.19	33.15
1539261	LOZANO, ANTONIO	LOZANO ANTONIO	5843	FEATHER RIVER BLVD	93015	020-135-003-000	1,051.86	1,709.76
1614973	MARTINEZ, JUAN	RAMOS JUAN MARTINEZ	5416	FEATHER RIVER BLVD	93034	020-341-011-000	38.00	39.57
1727478	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	93070	020-202-041-000	332.07	504.11
1727486	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	93071	020-202-041-000	331.81	483.35
1759869	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	93092	020-202-041-000	481.78	747.30
1837996	OLIVER, JIM	ROSE RONALD	5486	FEATHER RIVER BLVD	93125	020-341-014-000	331.81	503.85
1855147	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & LUPE	5405	FEATHER RIVER BLVD	93134	020-342-007-000	345.62	518.07
1883073	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & LUPE	5405	FEATHER RIVER BLVD	93146	020-342-007-000	331.79	503.83
1883081	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DE LA PAZ & GUAD	5436	FEATHER RIVER BLVD	93147	020-341-007-000	331.77	503.81
1913250	WROTEN, TOMAS	WROTEN TOMAS	5318	FEATHER RIVER BLVD	93162	020-351-011-000	329.27	501.23
1933464	ORTIZ, NANCY	QUINTERO JOSE DE LA PAZ & GUAD	5432	FEATHER RIVER BLVD	93172	020-341-007-000	278.15	286.49
1936863	QUINTERO, GUADALUPE	QUINTERO JOSE DE LA PAZ & GUADAL	5533	FEATHER RIVER BLVD	93177	020-202-041-000	331.74	503.78
1983485	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5430	FEATHER RIVER BLVD	93189	020-341-007-000	490.59	746.07
1986462	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	93201	020-202-041-000	290.41	461.20
1986470	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE DELAPAZ & GUADAL	5533	FEATHER RIVER BLVD	93202	020-202-041-000	28.72	29.59
1988823	QUINTERO, GUADALUPE	QUINTERO JOSE & LUPE	5405	FEATHER RIVER BLVD	93207	020-342-007-000	331.54	503.56
2053106	MADK LLC DBA FANDANGOS	REMP KIMERLI J	5861	FEATHER RIVER BLVD	93263	020-135-008-000	55.74	140.61
2081537	HAWKINS, BRIAN	MURO LOURDES	5366	FEATHER RIVER BLVD	93287	020-351-005-000	162.01	328.91
2126472	FLYNN, DAVID	FIGUEROA GUSTAVO A & DOROTHY M	5365	FEATHER RIVER BLVD	93289	020-202-070-000	69.68	233.80
1090406	HENRY, NELLIE	HENRY NELLIE FAYE	4451	FEATHER RIVER BLVD	92935	013-350-005-000	28.07	166.69
1090547	ANTONIO, PAUL V	ANTONIO, PAUL VINCENT	5433	FEATHER RIVER BLVD	92936	020-342-011-000	331.81	502.94
1090547	WEDGEWORTH, MATTHEW & KEARN	WILLIFORD RONALD E & PAMELA E	5565	FEATHER RIVER BLVD	92937	020-202-027-000	330.94	502.85
1692383	WHITEHEAD, JACK	WHITEHEAD JACK E	5140	FEATHER RIVER BLVD	93054	020-380-011-000	331.81	503.85
584615	SENIOR, EDWARD C II	SENIOR EDWARD C II	1810	FERNWOOD DR	92984	021-197-002-000	331.80	503.84
1090679	RAMIREZ, PASCUAL R & JULIA	RAMIREZ PASCUAL R & JULIA	1789	FERNWOOD DR	92988	021-206-029-000	331.80	503.85
1199447	HERREJON, MAURICIO	HERREJON MAURICIO	1860	FERNWOOD DR	92986	021-185-004-000	164.62	333.12
1879600	GALLAGHER, TIM	CHIMA JAGUIT S	1880	FERNWOOD DR	93143	021-185-004-000	251.35	256.83
1888296	BERNARDINO, ERICA	BERNARDINO ERICA LYNN	1905	FERNWOOD DR	93149	021-178-004-000	162.01	328.91
1804954	THOMAS, JESSICA	THOMAS ROBERT & JESSICA	4212	FIESTA WAY	93576	014-201-068-000	123.15	126.85
1898997	PATTERSON, ERICA	ESTRADA DANIEL & PATRICIA	4230	FIESTA WAY	93616	014-201-066-000	80.40	89.52
2076184	MALFROID, JEREMIAH	OROZCO BENITO	1002	FLEDA AVE	93281	020-183-006-000	438.24	692.13
2083350	RANDALL, REGINA	RAQUEL SUSAN MARIE	1030	FLEDA AVE	93290	020-193-008-000	161.17	329.57

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470965	MITCHELL, CHARLES	MITCHELL CHARLES						
1771963	DIAZ, RAFAEL	DIAZ RAFAEL	4797	FLEMING WAY	93360	013-190-003-000	60.90	185.45
1829738	GLASGOW, JC	DUPONT DONALD F JR & JUDITH A	4662	FLEMING WAY	93366	013-282-005-000	241.35	410.65
1852466	GLASGOW, ERIC	DUPONT DONALD F JR & JUDITH A	4698 1	FLEMING WAY	93369	013-232-029-000	331.81	503.85
1859354	HALCOMB, PENNY	VEGA JOSE L & MARIA	4698 2	FLEMING WAY	93366	013-232-029-000	331.81	503.85
1919265	EL TACO NACO	STEWART VERA L	4723	FLEMING WAY	93368	013-240-005-000	156.00	322.72
1966225	BRINKLEY, CAROL	BOYLES RON	4256	FLEMING WAY	93627	014-124-012-000	2,285.02	2,974.14
2036721	ESCOTO VERONICA	HIDALGO GERARDO VASQUEZ	4682	FLEMING WAY	93651	013-282-002-000	363.00	373.81
2040566	MONTANO, OCTAVIO	PONCE HERMILO	4764	FLEMING WAY	93689	013-180-027-000	226.51	323.19
2131854	BATES, LES	BOYLES RON	4742	FLEMING WAY	93691	013-232-027-000	324.29	496.09
1828375	ATCHLEY, TRISH	ATCHLEY ROBERT & PATRICIA	5561	FREESTONE DR	93120	019-674-003-000	648.63	987.59
1021047	MONTGOMERY, LANNY	MONTGOMERY MICHELE ROBIN	5825	GARDEN AVE	92820	020-132-012-000	331.88	503.93
1090893	ORTIZ, MARIA FELIZ	ORTIZ MARIA FELIZ	5887	GARDEN AVE	92939	020-097-027-000	82.78	248.51
1714104	FARRELL, JEREMIAH & VALARIE	FARRELL JEREMIAH & VALARIE	5841	GARDEN AVE	93064	020-097-007-000	83.84	248.51
1772391	CAMPBELL, RODNEY	BRKEMEN LLC	5841	GARDEN AVE	93097	020-510-001-000	1,446.07	1,790.97
1853423	LEWIS, RODRICK	KHAN MOHAMMAD	5889 C	GARDEN AVE	93133	020-093-002-000	488.83	503.49
1858224	ORTIZ, MARIA FELIZ	ORTIZ MARIA FELIZ	5889	GARDEN AVE	93137	020-097-028-000	82.78	248.51
1944446	HSBC BANK USA	LEE GENE H & JULITA B	5865	GARDEN AVE	93179	020-132-001-000	272.74	280.92
1983634	SKYWAY PARTNERS LLC	SKYWAY PARTNERS LLC	5848	GARDEN AVE	93200	020-520-001-000	354.48	493.62
2011591	COLEMAN, TROY & LISA	COLEMAN TROY B & LISA L	5857	GARDEN AVE	93223	020-097-003-000	321.88	235.07
2012185	CORNELIUS FARMS LLC	LEE GENE H & JULITA B	5867	GARDEN AVE	93225	020-132-001-000	147.54	151.96
2014918	ESCOVAR, TEODORA	KHAN MOHAMMAD	5867 A	GARDEN AVE	93227	020-093-002-000	228.28	235.07
2019230	AVINGTON, BRANDY	LEE GENE H & JULITA B	5867 BCK	GARDEN AVE	93231	020-132-001-000	269.73	277.83
2036689	UNBANKES, SHERRY	DEL CID OTTO RAUL JR	5855 B	GARDEN AVE	93251	020-097-004-000	158.05	162.76
2037802	CAZARAZ, ANA	LEE GENE H & JULITA B	5869	GARDEN AVE	93252	020-132-001-000	182.39	187.87
2059690	ALVARADO, MONICA	KHAN MOHAMMAD	5858 B	GARDEN AVE	93269	020-093-002-000	80.40	244.84
2077402	RAMIREZ, JUAN	JONES JOHN	5824 B	GARDEN AVE	93282	020-133-029-000	84.29	251.88
2084661	MENOLD, BRIAN	MENOLD BRIAN	5835	GARDEN AVE	93292	020-132-009-000	410.48	416.64
1817923	DENHART, MARK	DENHART MARK & KELLY	1553	GARNET WAY	93810	016-642-012-000	321.88	493.62
1799535	CARR, EMILY	CARR ERIK	1463	GARNET WAY	93802	016-652-005-000	100.94	103.94
1804608	RAQUENIO, NICOLE	KEMBLE WADE & RAQUENIO NICOLE	1455	GARNET WAY	93865	016-652-003-000	272.88	521.78
109850	HOLLIS, MARCUS	HOLLIS MARCUS K & CATHERINE A	4071	GEOGE AVE	93342	014-153-010-000	323.09	484.87
1086966	SEIGLER, BARBARA	CASTILLO JOSE ELEUTERIO TAKIZA	3828	GEOGE AVE	93427	014-152-040-000	162.01	328.91
1582725	GONZALES, LYDIA	VEGA MARIO M	4227	GEOGE AVE	93513	014-143-029-000	329.09	501.05
1753516	VAZQUEZ, EDWIN	VAZQUEZ EDWIN R	3958	GEOGE AVE	93558	014-152-037-000	331.81	503.85
1852094	SHELDON, ANN	YUBA MH PARK	4194 13	GEOGE AVE	93595	014-590-016-000	82.85	247.36
2067643	HALVERSON, JIM	YUBA MH PARK	4194 4	GEOGE AVE	93720	014-590-005-000	332.61	504.67
1016831	SCOTT, LEONARD	SCOTT LEONARD C & SINDA S	1934	GLENMORE DR	93409	014-032-005-000	80.40	244.84
2027852	KHAN, MOHAMMAD	KHAN MOHAMMAD A	1930	GLENMORE DR	93685	014-794-001-000	327.65	499.55
2058949	TRIGUEIRO, JAMIE	CUMMINS JUNE D	1925	GLENMORE DR	93705	014-031-010-000	59.35	304.59
1077098	SOTO, MARIA	GARCIA MARIA S	2201	GOLD LEAF WAY	93420	014-620-010-000	331.81	503.85
1736354	COX, KEVIN	MARVIN JOYCE	2169	GOLD LEAF WAY	93553	014-620-002-000	304.17	313.29
1675882	ENGLISH, ERIN	ENGLISH THOMAS S JR & ERIN	1617	GOLD ST	93048	021-241-011-000	482.52	748.06
1982503	ANDREWS, DAVID	ANDREWS DAVID WAYNE	1607	GOLD ST	93198	021-241-013-000	328.45	500.39
2073674	BABCOCK, SARAH	ANDREWS DAVID WAYNE	1623	GOLD ST	93279	021-221-010-000	301.74	472.87
2120566	SHERMAN, TYRA	WEST DAVID J E & GLENDA F	1612	GOLD ST	93325	021-242-004-000	149.29	394.45
1746809	GABRIELSON, TIFFANY	MASH DWAYNE R & JILL N	1345	GOLDEN PLOVER ST	93556	014-761-009-000	331.81	503.85
1800549	MERVAU, ASHLEY	MERVAU CHAD	3627	GOLDENSTAR ST	93803	014-794-001-000	124.73	369.15
1807155	TOGIAL, TAMARA	TOGIAL TAMARA	3575	GOLDENSTAR ST	93806	014-804-010-000	119.43	423.83
1834571	GARCIA, NANCY	GARCIA NANCY	3663	GOLDENSTAR ST	93815	014-791-014-000	181.68	427.83
1084276	DODD, JAIME	DODD JAIME M	1170	GRAND AVE	92930	021-341-002-000	331.81	503.85
1087428	JONES, ERICA	JONES ERICA ANNE	1176	GRAND AVE	92931	021-341-004-000	153.30	280.65
1091164	STOUT, GERALD & SUSAN	STOUT GERALD & SUSAN	1080	GRAND AVE	92940	021-370-002-000	331.81	503.85
1349604	LEWIS, RODRICK	TILLMAN JULIAN	1128	GRAND AVE	92981	021-331-036-000	488.24	743.64
1349612	LEWIS, RODRICK	TILLMAN JULIAN	1128 A	GRAND AVE	92982	021-331-036-000	488.24	743.64
1522572	ALVAREZ, MISTI & GABRIEL	ALVAREZ GABRIEL J & MISTI D	1161	GRAND AVE	93012	020-293-008-000	480.85	824.84
1549690	LEWIS, RODRICK	TILLMAN JULIAN	1120	GRAND AVE	93016	021-331-003-000	492.87	748.42

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1556653	BOLAMAN PROPERTIES	BOLAMAN PROPERTIES INC	1058	GRAND AVE	93018	021-370-015-000	6,987.57	8,735.47
1581420	LEWIS, RODRICK	LEWIS RODRICK	1124 A	GRAND AVE	93023	021-331-035-000	361.52	447.74
1581438	LEWIS, RODRICK	LEWIS RODRICK	1124 B	GRAND AVE	93024	021-331-035-000	331.81	503.85
1834878	FENDER, LES	GIBBS PETER	1033	GRAND AVE	93124	020-260-005-000	485.54	740.86
1883479	BARRAJAS, ALEJANDRA	HUTH THOMAS F	1179	GRAND AVE	93148	020-292-023-000	329.20	501.16
1902683	CROSBY, CHRISTINA	ROSE RONALD G & JUDITH A	1073	GRAND AVE	93155	020-270-015-000	331.80	503.84
1907542	O'DELL, JAMES	VONGSAVATH ALLEN & JUDY	859	GRAND AVE	93160	020-352-003-000	229.41	399.87
2023843	WILLIAMS, LEANNE	WILLIAMS LEANNE	1132	GRAND AVE	93238	021-331-005-000	80.40	244.84
2063204	HERNANDEZ, MIRANDA	SOLORIO STEVE JOHN	1150	GRAND AVE	93272	021-331-038-000	351.38	602.65
2105641	ESTRADA, KIMBERLY	TILLMAN JULIAN	1120 B	GRAND AVE	93311	021-331-003-000	175.04	342.34
1994490	HART, STANLEY	HART STANLEY	1742	GREENBRAE CT	93837	022-171-003-000	119.43	363.69
1723733	METCALF, RONALD	METCALF RONALD D JR & JESSICA	2125	GREENHORN CREEK CIRCLE	93789	016-270-005-000	80.40	244.84
1636620	ONG, CLAYTON	ONG CLAYTON	1740	GRIEGO AVE	93518	013-710-038-000	482.87	748.42
2017978	KEARIN, STACY W	KEARIN STACY W	1746	GRIEGO AVE	93674	013-710-035-000	478.12	748.42
1535566	PATTERSON, MARK S. & BRENDA L.	PATTERSON MARK S & BRENDA L	6178	GRIFFITH AVE	93014	019-270-005-000	99.30	267.73
2067130	ALLGOOD, CHRISTOPHER	ALLGOOD CHRISTOPHER	6243	GRIFFITH AVE	93275	019-250-001-000	77.01	241.35
1601699	PIKER, WENDY & GREG	PIKER GREG & WENDY	5931	GROVE AVE	93028	021-131-018-000	331.81	503.85
1601707	PIKER, WENDY & GREG	PIKER GREG D & WENDY L	5939	GROVE AVE	93029	021-131-019-000	331.81	503.85
2088151	PIKER, GREG D & WENDY L	PIKER GREG D & WENDY L	5945	GROVE AVE	93296	021-131-019-000	227.15	386.02
1495878	SPANGLEAR, TONY	WHITE BLUALI	1676	GULDFORD WAY	93760	016-500-021-000	482.87	748.42
1803667	AMATO, GRACIA	AMATO BRUNO & GRACIA PATRICIA	1670	GULDFORD WAY	93804	016-500-022-000	82.89	332.10
379891	STONE, PHILIP	STONE PHILIP R & LAURIE A R	1329	HAMMONTON RD	92866	020-320-007-000	481.68	736.90
1091529	MCKEAN, RODERICK A & ALBERTA	BARNES RICHARD R	1323	HAMMONTON RD	92941	020-320-008-000	331.81	503.85
1174804	KELLEY, MINNIE	KELLEY CAROL S	1341	HAMMONTON RD	92963	020-320-020-000	331.81	503.85
1033315	COCHRAN, GWEN	COCHRAN GWENDOLYN M	2273	HAMMONTON SMARTSVILLE	92923	018-210-050-000	175.24	180.46
1091727	BLANCHARD, RANDELL T	BLANCHARD TODD	1750	HAMMONTON SMARTSVILLE	92942	021-052-020-000	241.35	410.65
1251636	BERGH, OWEN	JOHNSON JAMES KEITH	1534	HAMMONTON SMARTSVILLE	92966	021-260-002-000	189.15	194.79
1624782	PENNINGTON, DAVID	BUSCHER WILLIAM F	1432	HAMMONTON SMARTSVILLE	93037	021-282-003-000	331.81	503.85
1627866	HAMMOCK, DEBORAH	BLANCHARD TODD	1688	HAMMONTON SMARTSVILLE	93038	021-080-002-000	336.67	508.85
1945338	GRAY, TIFANY	RUSS ROBERT P	1748	HAMMONTON SMARTSVILLE	93128	021-052-020-000	80.40	244.84
1906399	GRAY, TIFANY	GRAY CORY T & TIFANY M	1576	HAMMONTON SMARTSVILLE	93159	021-120-020-000	482.75	748.29
1947928	MINTER, CODY	BUSCHER WILLIAM F	1764	HAMMONTON SMARTSVILLE	93183	021-051-004-000	123.29	367.67
1968130	RITCHIE, TAMMY	BUCHER WILLIAM F	1442	HAMMONTON SMARTSVILLE	93191	021-282-003-000	77.01	241.35
2005973	TAPIA, MARTHA	VALDEZ ROSA MARTHA	1478 A	HAMMONTON SMARTSVILLE	93218	021-270-001-000	330.37	502.37
2045532	TEMPATIONS	GAMBLE CLARENCE E & SUE	1945	HAMMONTON SMARTSVILLE	93260	021-041-009-000	324.27	486.07
2095180	GONZALEZ, ANGELA	HUERTA ESTEBAN & ELEAZAR	1672	HAMMONTON SMARTSVILLE	93265	021-080-027-000	55.91	224.48
2095719	ABOYTES, RAFAEL	ABOYTES RAFAEL	1954	HAMMONTON SMARTSVILLE	93303	021-032-021-000	209.61	377.95
627000	CASTRO, JOHN JR	CASTRO JOHN J JR & DYA	1876 4	HAMMONTON SMARTSVILLE	93304	021-022-027-000	199.03	367.06
1806223	DEEDS, SUSAN	DEEDS KARL	6195	HAPPY WAY	92888	021-033-008-000	163.21	330.15
2059038	DEEDS, JESSICA	DEEDS KARL	4087	HAZEL ST	93577	013-360-031-000	371.49	564.13
1623362	ROBERTS, DIANA	ROBERTS KEVIN & DIANA	4073	HAZEL ST	93706	013-360-031-000	49.63	51.10
1623370	ROBERTS, DIANA	ROBERTS KEVIN & DIANA	1040	HEDGE AVE	93035	020-233-008-000	80.40	244.84
1890110	JOSEPH, THOMAS A	JOSEPH THOMAS ANTHONY	1042	HEDGE AVE	93036	020-233-008-000	80.40	244.84
1097484	BRITO, ROSA A	BRITO ROSA A	1028	HEDGE AVE	93151	020-233-005-000	331.81	503.85
1898071	WILKEY, BOBBY & JAMIE	JENSEN WILLIS E	1511	HICKORY LN	93433	021-450-002-000	331.81	503.85
2065910	COMPTON, ALAINA	NAHLEN BERNARD F	1591	HICKORY LN	93615	021-461-009-000	71.30	235.46
1656628	BOGGS, DON	BOGGS DONALD E	1551	HICKORY LN	93716	021-461-001-000	131.32	297.30
1822741	BELMONTES, JORGE	BELMONTES JORGE	1732	HICKS AVE	93525	013-720-042-000	492.75	748.29
501991	A.M. NICHOLS REAL ESTATE	NICHOLS ANTHONY M	1711	HICKS AVE	93561	013-720-004-000	331.80	503.84
1276328	LITTLE, FRANK	LITTLE FRANKLIN D	1816	HILE AVE	92880	021-052-026-000	214.79	1,267.94
1276336	LITTLE, FRANK	LITTLE FRANKLIN D	1804	HILE AVE	92971	021-052-006-000	361.52	447.74
1276386	LITTLE, FRANK	LITTLE FRANKLIN D	1804 A	HILE AVE	92970	021-052-006-000	361.52	447.74
1276377	LITTLE, FRANK	LITTLE FRANKLIN D	1804 C	HILE AVE	92972	021-052-006-000	361.52	447.74
1746114	PUTMAN, LINDA	PUTMAN LINDA M	1804 D	HILE AVE	92973	021-052-006-000	361.52	447.74
1784297	EARNHEART, MARIANNE	EARNHEART MARIANNE	1792	HILE AVE	93085	021-052-004-000	100.25	343.93
1966043	CABELLO, JAMIE	KHAN MOHAMMAD	1808	HILE AVE	93101	021-052-024-000	331.57	503.59
			1907	HILE AVE	93190	021-023-014-000	331.63	503.66

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2201527	MARTINEZ, GUY RICKY	YANGH DAVID & CARRIE K	1813 HILE AVE	93216	021-051-013-000	230.90	399.88
2009694	GARCIA, GINA	GARCIA GINA	1786 HILE AVE	93221	021-052-003-000	490.03	745.49
2069631	MONTGOMERY, SARAH	MIRANDA ANTONIO ROCHA & SILVA	1854 HILE AVE	93277	021-062-004-000	321.88	493.62
2094613	KHAN, MOHAMMAD	KHAN MOHAMMAD	1848 A/D HILE AVE	93302	021-062-044-000	467.36	619.49
17141040	CAMPBELL, MELISSA	SHAHI MANINDER & KAWALJIT K	1123 HOLLY AVE	93080	020-291-005-000	55.51	219.19
1980481	COLLMAN, ROGER	COLLMAN ROGER & DAVEANN	1104 HOLLY AVE	93196	020-293-012-000	162.01	328.91
2105682	SEGOVIA, JESSICA	JOHAL LLC	1115 C HOLLY AVE	93740	020-291-006-000	175.04	193.93
1585603	BRAXTON, CYNTHIA	VASQUEZ FRED	1381 HONEYRUN CT	93773	016-330-037-000	492.87	748.42
1798933	DUNCAN, BRYANT	DUNCAN BRYANT & CRADICK STACY	5742 HOT SPRINGS CT	93107	019-450-006-000	244.25	492.28
1661990	KIM, EUNYOUNG	KIM EUNYOUNG	4045 HUSTON WAY	93528	013-752-003-000	119.43	363.69
2102234	MCCARTNEY, GERALD	MCCARTNEY GERALD	4033 HUSTON WAY	93849	013-752-005-000	82.00	246.48
2078335	SCOTT, DANNY	POSADA MIGUEL & LAURA	6109 HUTTON CT	93284	021-071-020-000	184.29	351.86
1670843	RICO, ASHLEY	RICO ASHLEY M —	2423 INDEPENDENCE TRAIL	93786	016-230-016-000	80.40	110.04
1700137	MANDAC, CASSIE	MANDAC WAIONI PELEKAI NA & CAS	2446 INDEPENDENCE TRAIL	93794	016-220-010-000	105.29	270.48
2004349	WALLINE, RONNIE & SHANNON	WALLINE RONNIE & SHANNON	2435 INDEPENDENCE TRAIL	93839	016-220-026-000	330.10	502.08
1391614	HARLOW, CLAUDE	HARLOW CLAUDE	1379 JACOBY CREEK CT	93753	016-330-048-000	492.87	748.42
1092329	WILLIAMS, ERIC G	WILLIAMS ERIC G	1320 JASON DR	92943	020-501-010-000	331.81	503.85
138875	SMITH, REBECCA	CHIMA JAGUIT S	JAY ST	92882	020-212-013-000	331.69	503.73
630418	LOWE, BRYAN	LOWE BRYAN G & REBECCA L	JAY ST	92899	020-211-009-000	326.71	498.59
1978071	REED, TRACIE	HUTH DWILYNDA & THOMAS	1013 JAY ST	93194	020-211-015-000	87.52	332.34
2034064	QUINTERO, ANA	QUINTERO JAVIER & ANA	JAY ST	93246	020-211-008-000	72.45	237.91
2073690	CHIMA, JAGUIT S.	CHIMA JAGUIT S	JAY ST	93280	020-211-005-000	382.27	555.83
2076636	CHAVEZ, ABIGAIL	FLORES ABIGAIL CHAVEZ	4303 JEFFREY CT	93729	014-433-012-000	86.66	251.29
1526086	KINSMAN, JESSE	ROLLS AL W & HILLARY	2313 JONES BAR CT	93761	016-180-009-000	164.39	230.57
1815083	NAVARRO, JUVENAL	NAVARRO JUVENAL E & MARIA GUA	2308 JONES BAR CT	93809	016-180-006-000	31.20	272.80
2098374	HUFF, ANDREW	MONTNEY CARSON	1202 JONES BAR TRAIL	93848	016-170-011-000	199.03	367.06
1735224	PARRA, MONICA	PARRA MONICA & VARGAS JOSE	6314 JORDON DR	93076	019-571-001-000	42.86	208.29
2019404	HILL, ANNA	RASHIED HAMID	6308 JORDON DR	93233	019-571-002-000	324.64	496.46
1753664	VALDILEZ, ANA E	RODRIGUEZ ANA E	4148 JUNE WAY	93559	014-650-023-000	45.37	46.72
146936	FOSTER, BETTY	DODD BETTY S	1510 KAREN WAY	93343	021-632-013-000	324.27	496.07
336445	COUPE, LESLIE	COUPE LESLIE C	1527 KAREN WAY	93366	021-631-005-000	133.50	381.61
1039643	DOBYNS, DEBBIE	DOBYNS RONALD L & DEBBIE A	1522 KAREN WAY	93415	021-532-011-000	241.03	514.72
1140946	CURIEL, CORINE	CURIEL JOSE M	1521 KAREN WAY	93447	021-531-004-000	492.86	748.41
1892058	RICH, SHERYL & DOUGLAS	HAYTER RICK & PEGGY	1557 KAREN WAY	93614	021-531-010-000	324.27	496.07
1985092	BRAY, AMANDA	PUEENTE MARIA LUZ	1551 KAREN WAY	93657	021-531-009-000	56.45	221.23
678656	ESPINOZA, GERARDO	TRULLIO GERARDO ESPINOZA & ES	1837 KENWOOD WAY	92901	021-181-027-000	54.22	217.86
1568583	LUU, HONG	LUU BOI & HO OANH	5554 KIRKILL DR	93021	019-631-002-000	81.35	245.81
1542289	WILSON, MANDY	1H2 PROPERTY WEST LP	1975 KNIGHTS FERRY DR	93763	016-400-007-000	103.66	106.74
1906593	RUSSELL, JOHN & JENNIFER	RUSSELL JENNIFER & JOHN A	2020 KNIGHTS FERRY DR	93823	016-360-037-000	34.41	277.63
1966522	CARTHEN, BRIAN	CARTHEN BRIAN D	2056 KNIGHTS FERRY DR	93831	016-360-031-000	634.36	972.90
1663723	HALL, JOANN & BRAD	HALL BRAD A & WORKOVER-HALL JO	1645 KYRI CT	93529	014-822-003-000	492.87	748.42
153304	TREXLER, KEN	TREXLER DONVAS E	2603 LAGO LN	92883	019-260-082-000	55.55	219.23
1463967	LEMUS, LUCY	RIVAS GUSTAVO & LEMUS LUCIA	970 LAKEPORT WAY	93758	022-083-007-000	224.98	395.30
1854728	PARKER, JOCELIN	PARKER JOCELIN	998 LAKEPORT WAY	93817	022-083-001-000	331.81	503.85
860924	OWNBEY, EDWARD & ELIZABETH	OWNBEY EDWARD L JR & ELIZABETH	1582 LARIAT LN	93380	013-620-048-000	119.43	363.69
1695584	DAISS, TERRY LEE	MCCARLEY DENNIS	4064 LARNER WAY	93782	013-752-010-000	127.46	131.25
1904754	LARIOS, SERGIO	ZUNIGA SERGIO LARIOS	1594 LARRY ST	93621	013-610-024-000	237.91	485.75
2060846	LUCATERO, OBEETH	BATES LES	1618 LARRY ST	93710	013-610-020-000	323.08	494.85
897272	KRAUSE, DON	KRAUSE DONALD III & MICHELLE A	1006 LAUREL AVE L	92907	020-233-001-000	80.40	244.84
1302793	SNOW, GEORGE THOMAS II	KRAUSE DONALD III & MICHELLE A	1004 LAUREL AVE L	92908	020-233-001-000	80.40	244.84
2014850	MC RUNNELS, CHRISTINA	GORHAM MARY	1067 LAUREL AVE L	92975	020-241-004-000	492.42	747.96
2019305	MITCHELL, JAMIE	MAGANA JOSE	1007 LAUREL AVE L	93226	020-231-002-000	130.19	134.06
2099448	KIZZIA, ANDREW	KAPLAN JOSEPH	1007 LAUREL AVE L	93232	020-242-006-000	80.40	244.84
2123215	FRASU COLLEEN	MAGANA JOSE	1007 LAUREL AVE L	93307	020-231-002-000	188.46	356.17
167434	EUGENE, ANDRE M.	FRASU COLLEEN	1011 LAUREL AVE L	93327	020-231-003-000	87.10	251.74
1703800	UNGER, SCOTT	EUGENE ANDRE M	1293 LEIGHTON GROVE DR	93788	016-490-030-000	492.87	748.42
		WONG RUSSELL T	1364 LEIGHTON GROVE DR	93795	016-520-021-000	68.74	235.49

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1825694	WADE, RICHARD JR & JULIA	WADE RICHARD H JR & JULIA S	1339	LEIGHTON GROVE DR	93812	016-520-003-000	329.12	501.08
2061901	SHACKELFORD, WALDO E	SHACKELFORD WALDO E	5820	LEON AVE	93271	020-314-002-000	322.86	494.62
158774	HALICKI, TONY	HALICKI ANTHONY LEE & KATHY J	4330	LEVER AVE	93344	014-423-002-000	331.65	503.68
806463	MANES, DANNY	MANES DANNY LEE	4397	LEVER AVE	93377	014-442-003-000	331.81	503.85
920991	RIDEWAY, GREGORY	RIDGEWAY GREGORY LEE	4326	LEVER AVE	93387	014-423-008-000	331.81	503.85
956771	KELLEY, DANIEL & ANNE	U S BANK NATIONAL ASSOCIATION	4399	LEVER AVE	93395	014-442-002-000	89.46	254.17
1021690	PUNSO, VADUEL	PUNZO VADUEL & MARIA	4328	LEVER AVE	93414	014-423-001-000	181.72	349.22
1097641	HOFFMAN, ARTHUR M	HOFFMAN ARTHUR M	4377	LEVER AVE	93434	014-442-008-000	54.68	218.34
1655703	KAY, LINDA	KAY LINDA L	4324	LEVER AVE	93524	014-423-007-000	208.50	455.46
2057982	BURROW, REGINA	BURROW REGINA G	4416	LEVER AVE	93704	014-446-001-000	323.87	495.25
1103423	HENRY, DOUGLAS	HENRY HAROLD J & RUTH A	1757	LINDA AVE	92949	021-052-013-000	331.81	348.64
1319665	UMPQUA BANK	UMPQUA BANK	1738 D	LINDA AVE	92976	021-080-032-000	80.40	157.64
1319623	UMPQUA BANK	UMPQUA BANK	1738 F	LINDA AVE	92977	021-080-032-000	80.40	157.64
1319631	UMPQUA BANK	UMPQUA BANK	1738 G	LINDA AVE	92978	021-080-032-000	80.40	157.64
1443951	UMPQUA BANK	UMPQUA BANK	1738 B	LINDA AVE	93003	021-080-032-000	80.40	157.64
1680313	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 9	LINDA AVE	93049	021-080-009-000	361.49	447.71
1682244	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 8	LINDA AVE	93050	021-080-009-000	355.96	442.10
1682418	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 1	LINDA AVE	93051	021-080-009-000	361.55	447.78
1682426	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 3	LINDA AVE	93052	021-080-009-000	331.82	503.86
16897135	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 5	LINDA AVE	93059	021-080-009-000	358.97	445.16
1689479	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 6	LINDA AVE	93061	021-080-009-000	263.16	378.32
1737436	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 4	LINDA AVE	93078	021-080-009-000	329.41	501.37
1769292	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 FRT	LINDA AVE	93059	021-080-009-000	331.80	503.84
1953421	MAGANN, SANGUD	MAGANN SANGUD	1953 -57	LINDA AVE	93185	021-113-006-000	159.74	326.58
1954658	QUINTERO GUADALUPE & JOSE	QUINTERO JOSE & GUADALUPE	1754 7	LINDA AVE	93186	021-080-009-000	372.46	458.85
1989177	JIMENEZ, SCENIA	QUINTERO JOSE & GUADALUPE	1756	LINDA AVE	93208	021-080-009-000	332.33	504.38
2049179	QUINTERO, GUADALUPE	QUINTERO JOSE & GUADALUPE	1754 2	LINDA AVE	93262	021-080-009-000	345.61	518.06
1370898	KIM, JONG	KIM CHANG YOL & HAE JA	2134	LINDENMEIR DR	93376	016-280-021-000	331.81	503.85
1455585	CENZAL, MARK	CENZAL MARK G & MARIA R	2239	LINDENMEIR DR	93316	016-240-028-000	489.53	744.97
1987064	WIRICK, JASON	PEREZ MARY ELIZABETH	2247	LINDENMEIR DR	93833	016-240-028-000	121.78	135.40
556882	PEREZ, LIZ	PEREZ MARY ELIZABETH	5567	LINDHURST AVE	92885	020-152-005-000	100.00	353.82
1320621	LONG BRANCH SALOON	HARRIS RANDAL	5867	LINDHURST AVE	92979	020-152-016-000	673.13	866.08
1657758	GOLDEN STATE CASINO	MAHONEY VIRGINIA	5402 B	LINDHURST AVE	93044	021-440-030-000	28.29	112.32
1263228	MOSEMAN, WILLIAM	MOE PROPERTIES	5250	LINDHURST AVE OL	93462	013-432-001-000	4,307.06	5,384.45
491241	MARTIN, BRADLEY	MARTIN BRADLEY	1482	USA WAY	92889	020-462-008-000	240.32	409.58
915678	KOCELI, GEORGE	KOCELI GEORGE A & TERESA A	1441	USA WAY	92909	020-471-005-000	231.25	400.25
1017599	STEINER, GEORGE	STEINER GEORGE RODGER & EMMA M	1473	USA WAY	92918	020-462-003-000	326.71	498.59
2020493	DOBLER, KRISLYNN	DOBLER KYLE R & KRISLYNN L	5687	LOCHCARRON DR	93236	019-724-003-000	81.62	246.09
2040640	FULKERSON, DANIEL	FULKERSON DANIEL EUGENE	5595	LOCHCARRON DR	93255	019-648-003-000	199.27	369.20
1685148	SOOD, PARSHOTAM & DISHAN	SOOD PARSHOTAM & DISHAN	2406	MAGE AVE	93535	014-220-025-000	329.09	501.05
2057164	SERPA, MICHELLE	WILSON JOHN WESLEY SR	2376	MAGE AVE	93703	014-220-028-000	145.88	150.26
1754167	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE & MARIA GUADALUP	6192	MAPES WAY	93089	021-022-019-000	331.70	503.74
20922211	BLODGETT, REBECCA	BLODGETT REBECCA A	6153	MAPES WAY	93617	021-062-035-000	77.17	242.80
1901784	GOUKER, DEBORAH	GOUKER DEBORAH	1667	MAPLEHURST AVE	93619	014-471-002-000	278.46	449.65
1903061	GIAMMONA, CHRIS	GIAMMONA CHRISTOPHER D	1570	MAPLEHURST AVE	93619	014-644-007-000	321.88	493.62
2000925	BRUCE, TIFFANY	TOWNSEND REBEL OROZCO & ELMA	1691	MAPLEHURST AVE	93664	014-471-006-000	57.47	59.18
2104792	SCOTT, CHRIS	TOWNSEND REBEL OROZCO & ELMA	1703	MAPLEHURST AVE	93739	014-471-008-000	168.52	335.62
2109981	POWELL, CHRISTINA	BIRKHOLZ ANDY ROBERT	1562	MAPLEHURST AVE	93742	014-644-006-000	336.93	509.12
535989	LOPEZ, JOSEPH	LOPEZ JOSEPH & BRENDA KAY	1707	MARSH DR	92882	019-433-012-000	326.71	498.59
746894	MARTINEZ, CONNIE	MARTINEZ CONSUELO V	4325	MARTEL DR	93374	014-447-008-000	331.81	503.85
885277	MURRAY, LAWRENCE	MURRAY LAWRENCE A II & JOYCE R	4320	MARTEL DR	93366	014-443-009-000	58.00	59.73
1050806	COOPER, FLOYD	COOPER FLOYD W & MARY J	4428	MARTEL DR	93419	014-452-011-000	331.81	503.85
1082676	WELCH, PEGGY	WELCH PEGGY LYNN	4321	MARTEL DR	93422	014-447-009-000	653.93	993.05
1086271	DERRYBERRY, SHIRLEY	DERRYBERRY SHIRLEY K	4423	MARTEL DR	93426	014-542-001-000	331.71	503.75
843037	RODNEY, JOE & PAM	RODNEY JOEY P & PAMELLA R	4138	MARY AVE	93379	014-141-006-000	331.34	503.36
980243	BURROW, MICHAEL & REGINA	BURROW REGINA G	4094	MARY AVE	93389	014-141-013-000	255.65	504.02
1134584	QUINTANA, JAIME	QUINTANA JOSH & JAIME L	4070	MARY AVE	93446	014-151-017-000	78.67	243.82

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1419753	SILAFAL-POOL, MARGARET	SILAFAL-POOL MARGARET	MARYCLAIR DR	93482	014-644-022-000	645.49	984.35
1828573	SAMANIEGO, ROSANNA	SAMANIEGO ROSANNA & SAMUEL	MARYCLAIR DR	93586	014-645-011-000	331.65	503.68
1873785	RAMDEAUM, AMBER	XU KEVIN	MARYCLAIR DR	93605	014-645-006-000	492.87	748.42
2012813	YANG, PANG	YANG PANG D	MARYCLAIR DR	93671	014-645-004-000	80.40	244.84
1662634	GILES, SUSAN	GILES BRYAN & SUSAN	MAVERICK DR	93784	016-400-013-000	492.67	748.42
1663921	MANIBUSAN, TIFFANY	MANIBUSAN DAVID V	MAVERICK DR	93785	016-390-037-000	222.26	228.88
983478	ESTATE OF FLORNETINA LIZAMA	ICHIHARA MARIE JEANIE	MAYWOOD DR	92915	021-220-076-000	331.82	503.86
2020204	FRALEY, JACOB	FRALEY JACOB DANIEL	MC CARTHY AVE	93678	013-680-006-000	82.80	247.31
875161	COLLINS, ROY	COLLINS ROY & CARLA	MC GOWAN PKWY	93382	014-201-081-000	331.81	503.85
2041937	CASTILLO, ALBERTO M & ROSA E	CASTILLO ALBERTO M & ROSA E	MC GOWAN PKWY	93699	014-201-077-000	243.94	258.11
2050607	CASTANEDA, ARACELI	CASTANEDA ARASELI	MC LAUGHLIN WAY	92950	021-032-008-000	653.93	993.05
1110477	AGUIRRE, ROBERT & LINDA	AGUIRRE ROBERT & LINDA	MC LAUGHLIN WAY	92994	021-032-007-000	653.93	993.05
1394212	AGUIRRE, ROBERT & LINDA	AGUIRRE ROBERT A & LINDA L	MC LAUGHLIN WAY	93006	021-032-008-000	653.93	993.05
1474253	AGUIRRE, ROBERT & LINDA	AGUIRRE ROBERT & LINDA	MC LAUGHLIN WAY	93142	021-031-009-000	331.65	503.68
1871656	ADAMS, MARY	SCOTT CAROL A	MC LAUGHLIN WAY	93152	021-032-011-000	325.48	497.32
1893379	FLEMING, RICKY PAUL	MANLEY DONALD LEE	MEADOW BROOK WAY	93020	019-584-012-000	653.69	992.81
1568112	SCOTT KEENEY, DIANE	SCOTT KEENEY DIANE	MEADOW BROOK WAY	93121	019-592-005-000	332.01	504.05
1830033	JOHNSON, MICHAEL	JOHNSON MICHAEL LEON	MEADOW BROOK WAY	93295	019-585-013-000	241.35	410.65
2087195	GROVE, HAROLD	MATTICE PATRICIA	MEADOW WAY	93435	013-394-005-000	245.86	415.09
1098029	SPADE, BEVERLY	SPADE BEVERLY	MINERAL SPRINGS CT	93331	019-450-042-000	53.60	225.99
2127660	SPARROW, TAMMY	SCOTT TROY & KERI	MONTCLAIR AVE	92893	021-252-019-000	80.40	244.84
579292	FAIRLESS, HELEN M	FAIRLESS HELEN M	MONTCLAIR AVE	92885	021-251-002-000	331.81	503.85
1369529	RAMIREZ, SANTIAGO	RAMIREZ SANTIAGO & MARTHA	MONTCLAIR AVE	92886	021-251-002-000	331.81	503.85
1369545	RAMIREZ, MARTHA	RAMIREZ SANTIAGO & MARTHA	MONTCLAIR AVE	92887	021-251-002-000	331.81	503.85
1369545	RAMIREZ, MARTHA	RAMIREZ SANTIAGO & MARTHA	MONTCLAIR AVE	92887	021-251-013-000	243.72	251.09
1747088	MC MULLEN, PATRICIA	NORRIS WALLACE L & LILY L	MONTCLAIR AVE	93105	021-252-001-000	331.81	503.85
1796640	MILES, OTTO	MILES BEATRICE	MONTCLAIR AVE	93161	021-270-045-000	331.81	409.84
1908557	HANLEY, ANGELO J.	HANLEY ANGELO J & HUINER MARY	MONTCLAIR AVE	93192	021-252-020-000	203.61	209.67
1970235	MC GEE, TAMIE	FAIRLESS HELEN	MONTCLAIR AVE	93228	021-252-011-000	214.68	221.07
2016434	JOHNSONS, JUSTIN	BLOCKER JAMES MADISON IV & NAN	MONTCLAIR AVE	93250	021-251-007-000	82.78	247.29
2036432	COON, TONYA	BLOCKER JAMES M IV & NANCY	MONTCLAIR AVE	93276	021-260-027-000	328.59	500.53
2068468	SPEARS, JOHN	BLOCKER JAMES MADISON IV & NAN	MONTCLAIR AVE	93278	021-252-011-000	207.29	213.46
2069722	ANDERSON, VICKY	BLOCKER JAMES MADISON IV & NAN	MONTCLAIR AVE	93298	021-260-039-000	80.40	244.84
2091445	CLAY, CARL	WALCHESKY JAMES	MONTCLAIR AVE	93317	021-270-008-000	114.40	279.87
2115582	THOMAS, GENEVA	BLOCKER JAMES MADISON IV & NAN	MONTCLAIR AVE	93318	021-252-011-000	138.00	304.18
2115640	BLOCKER, JAMES	BLOCKER JAMES MADISON IV & NAN	MONTCLAIR AVE	93319	021-251-005-000	41.21	204.46
2115764	WILLIAMSON, STEPHANIE	PICCADILLY GROUP LLC	MONTCLAIR AVE	93333	021-251-005-000	40.21	203.43
2130664	MOSLEY, DULCIE	PICCADILLY GROUP LLC	MONTCLAIR AVE	93351	022-212-012-000	129.39	373.95
2122398	DAY, LAURENCE	DAY LAURENCE & KELLY	MONTCLAIR AVE	93522	014-701-011-000	492.77	748.31
1651603	FORSBERG, MELISSA	JENSEN SANDRA ANN	MORNING GLORY ST	93586	019-250-041-000	3,858.60	4,942.09
1407634	OAKRIDGE APTS	YBARRETA DAVID R & ELSE MARIE	N BEALE RD	93094	020-040-056-000	162.01	328.91
1762731	KATEN, STEVE &	KATEN STEVE	N BEALE RD	93095	020-054-004-000	492.56	748.10
1765551	CRAVEN, GLORIA	RREL BEALE LLC	N BEALE RD	93103	020-054-004-000	400.50	500.68
1789601	PACE INDUSTRIES	LANZA ROY E	N BEALE RD	93126	021-080-033-000	81.61	84.04
1838556	KUE, NALY	JOHL SARWAN	N BEALE RD	93181	020-020-062-000	55.91	224.48
1945724	PACK & POST	AIRNAH ENTERPRISES LLC	N BEALE RD	93181	020-020-062-000	456.02	469.60
2087104	COCUMBO PALETERIA & NEYERIA	JOHL BALJIT	N BEALE RD	93188	020-293-015-000	331.63	503.85
1093830	HAGER, REINHOLD A	HAGER REINHOLD A	N GLEDHILL AVE	92944	020-253-007-000	331.81	503.85
1858323	LEPE, OLGA	LEPE OLGA	N GLEDHILL AVE	93138	020-260-017-000	48.63	213.32
1946904	GOMEZ, AZURELI	BRENKE HANS PETER	NICHOLS LN	93257	020-260-022-000	323.24	421.32
2043081	MUNGUIA, DULCE	JUAN & MARTINEZ MERCEDES	NICHOLS LN	93264	020-260-006-000	96.59	262.99
2054120	BEARDSLEY, JENNIFER	MEHLER RAYMOND J & VELDIA D	NORBY CT	93284	013-752-017-000	653.93	993.05
1695790	ZELLER, RAYMOND	ANDERSON TIMOTHY	NOTTINGHILL WAY	1702	016-520-035-000	80.40	157.64
1809532	MAREZ, CHRIS	GADY STEVEN P & GENEVIEVE	OAKWOOD DR	93297	021-197-013-000	331.65	503.85
1052356	GADY, STEVE	JACKSON LORNA & THOMAS	OAKWOOD DR	5718	019-421-015-000	492.87	748.42
1427368	JACKSON, LORNA	MLADENIK CATHERINE F	OAKWOOD DR	5720	019-421-016-000	241.35	410.65
1714773	MLADENIK, CATHY						

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1961341	RAMOS, BRENDA	RAMOS BRENDA M & IVANEZ NELSON	4928	OKMULGE AVE	93647	013-081-002-000	81.35	245.81
1716356	JOHNSON, INGRID	POWAR JAGGIT	6022	OLEANDER LANE	93066	021-113-024-000	331.81	503.85
1996438	ALVAREZ, POCKEY	ALVAREZ POCKEY	6028	OLEANDER LANE	93213	021-113-025-000	162.01	328.91
2045334	RAYA, MARIA	DEVALENTINE FAMILY PARTNERSHIP	6072	OLEANDER LANE	93259	021-113-029-000	80.19	162.40
204255	HARRIS, CATHERINE	HARRIS KAREN SUE	5013 C	OLEANDER AVE	93345	013-520-013-000	331.72	503.76
204289	KANO, GENEVA	KANO GENEVA	5017	OLIVEHURST AVE	93346	013-520-006-000	397.52	1,017.74
488023	SERRANO, SOLEDAD	VERGARA CIRO SERRANO & SOLEDAD	4561	OLIVEHURST AVE	93362	013-331-013-000	80.40	244.84
973123	VAN WAGONER, FRANK & LANITA	VAN WAGONER FRANK & LANITA C	4589	OLIVEHURST AVE	93396	013-321-017-000	492.87	748.42
1020247	HARMON, LEE	HARMON LIONEL	4928	OLIVEHURST AVE	93412	013-072-028-000	78.09	242.45
1098201	SHARPE, MAE M	SHARPE MAE M	4800	OLIVEHURST AVE	93436	013-072-018-000	179.82	347.26
1198084	VALDEZ, MADLINE	PATTERSON GEORGE & ALICE	4810	OLIVEHURST AVE	93452	013-170-017-000	331.57	503.59
1649540	HADDIX, DWIGHT	HADDIX DWIGHT L SR	4594	OLIVEHURST AVE	93521	013-310-019-000	169.60	248.42
1664465	PEREZ, LETICIA	CONELJO FRANK C & EVELYN R	4713	OLIVEHURST AVE	93531	013-231-012-000	282.11	401.75
1714997	OLIVEHURST RECYCLING CENTER	WS & RB LLC	4833	OLIVEHURST AVE	93544	013-130-045-000	170.97	260.97
1801984	MARTINEZ, VERONICA	MAZON ALERT JR	4781	OLIVEHURST AVE	93572	013-180-061-000	176.88	344.23
1933805	EL RINCON LOS SABORES	SAINI-BANWAT INC	5014	OLIVEHURST AVE	93636	013-512-017-000	55.91	224.48
1964790	KHAN, MOHAMMAD A	KHAN MOHAMMAD ARSHAD	4911	OLIVEHURST AVE	93648	013-081-020-000	399.50	499.64
1967504	SALVA, LUCY	KHAN MOHAMMAD	4924	OLIVEHURST AVE	93652	013-072-003-000	304.83	313.97
1995448	MANLEY, TAMARA	ALL PHASE PROPERTIES LLC	4307 BCK	OLIVEHURST AVE	93661	014-061-010-000	239.07	408.31
1995455	ALL PHASE PROPERTIES LLC	ALL PHASE PROPERTIES LLC	4307 FRT	OLIVEHURST AVE	93662	014-061-010-000	143.05	231.81
1020320	MACIEL, EVA	GARIBAY JAIME ALEJANDRE & EVAN	4868	PACIFIC AVE	93413	013-101-006-000	331.81	503.85
1321363	NELSON, DANIEL & SUSAN	NELSON DANIEL	4676	PACIFIC AVE	93469	013-251-037-000	331.73	503.77
1859404	WEBER, NEAL	WEBER NEAL	4699	PACIFIC AVE	93569	013-252-008-000	129.50	133.38
2100030	MONTES, VALERIE	FULTZ MICHAEL BRUCE	4641	PADDINGTON WAY	93737	013-252-005-000	478.12	733.22
1988831	LEWIS, ANGELA	NASH DWAYNE R & JILL L	1357	PADDINGTON WAY	93834	016-530-022-000	50.29	51.78
2029601	IRELAND, CITLALI	ORNEAS JOSEPH F & KORINE Y	1256	PADDINGTON WAY	93843	016-490-018-000	82.31	246.80
2096170	NERI, JENELLE	NASH DWAYNE R & JILL L	1311	PADDINGTON WAY	93847	016-530-012-000	66.90	231.53
1009190	PENA, MARK	PENA MARK A	6058	PARK AVE L	92917	020-040-024-000	995.43	1,511.53
1037273	SHOAF PROPERTIES	SHOAF ROGER ALLEN & MARIANNE L	5864	PARK AVE L	92926	021-260-011-000	331.81	503.85
1183797	WILSON, MICHAEL	THAO THAI & YOUA LEE	5868 C	PARK AVE L	92964	021-260-034-000	331.81	503.85
1507268	SEXTON, KATHRYN	SEXTON KATHRYN L	5798	PARK AVE L	93009	021-252-023-000	331.81	503.85
1702059	THAO, KOU	THAO THAI & YOUA LEE	5858 B	PARK AVE L	93062	021-260-034-000	331.81	503.85
1824796	MOYER, CHERYL	BILLINGS EARL H & EDITH	5764	PARK AVE L	93118	021-252-021-000	267.49	275.51
2042075	RAKES, BARBARA	MARQUEZ HERIBERTO	5902	PARK AVE L	93256	021-260-007-000	373.31	626.93
2048155	DOBYSN, KADIE	HER TOU BLA & VA YANG	6114	PARK AVE L	93261	020-462-016-000	218.18	386.78
2119246	ALVAREZ, TINA	BOWMAN ELIZABETH A	5806	PARK AVE L	93324	021-252-003-000	107.60	272.85
529016	MURDOCK, TRACI	MURDOCK TRACI A & ALAN	1853	PARK CIR	92891	021-161-017-000	331.81	503.85
1094184	NICHOLS, DARRYL L & TERRY	NICHOLS DARRYL L & TERRY L	1915	PARK CIR	92945	021-206-013-000	331.81	503.85
1411578	SANCHEZ, RENEE & RAYMOND	SANCHEZ RAYMOND & ETTA RENEE	1875	PARK CIR	93000	021-173-029-000	331.81	503.85
1503721	BONKOWSKI, BRIAN	BONKOWSKI BRIAN	1850	PARK CIR	93008	021-171-004-000	345.73	596.84
2024610	HORN, GENEVIEVE	HORN LOREN D	1905	PARK CIR	93240	021-206-018-000	327.98	489.90
2038743	ARAUJO, DIEGO	ARAUJO DIEGO JR	5919	PARK CT	93253	021-203-003-000	191.47	359.65
1728815	NAHLEN, BERNARD F	NAHLEN BERNARD F	1255	PASADO RD	93072	021-401-017-000	324.27	406.07
1733856	NAHLEN, BERNARD	NAHLEN BERNARD F	1259 A	PASADO RD	93074	021-401-016-000	235.25	404.37
1552181	MACASSET, HAZEL	MACASSET NEREO & HAZEL	1207	PECOS WAY	93764	022-111-005-000	121.90	288.51
4899997	YANEZ, HECTOR	YANEZ HECTOR G	1950	PINEWOOD WAY	92888	021-183-016-000	75.43	241.24
883066	DE VAUGHN, PATRICIA	FEDERAL NATIONAL MORTGAGE ASSO	1983	PINEWOOD WAY	92906	021-173-018-000	80.40	120.92
1198860	QUINTERO, JOSE & GUADALUPE	QUINTERO MARIA GUADALUPE & JOS	1973	PINEWOOD WAY	92955	021-173-020-000	331.81	503.85
1748268	PURDOM, EVA DAWN	PURDOM EVA DAWN	1928	PINEWOOD WAY	93087	021-182-002-000	331.83	504.35
1635820	THOMPSON, DAVID	THOMPSON CHARLES H	2776	PLUMAS ARBOGA RD	93778	014-530-011-000	90.03	274.16
1907419	LOGAN, KRISTYN	HOMEN CHRISTOPHER & PAIGE	2458	PLUMAS ARBOGA RD	93824	016-050-028-000	172.17	221.53
1497544	SALCIDO, ANGELA	SALCIDO ALFRED & ANGELA	1159	PLUMAS LINKS ST	93496	014-723-018-000	230.12	400.60
1553494	JOHNSON, BOB J	JOHNSON BOB JAMES	1138	PLUMAS LINKS ST	93507	014-724-008-000	38.61	39.76
1965771	PARKER, KEVIN A	PARKER KEVIN A	1128	PLUMAS LINKS ST	93650	014-724-008-000	56.08	57.75
1692607	LANINI, NIKKI	LANINI JAMES SR	1563	POND VIEW DR	93055	019-470-005-000	653.93	993.05
2035681	FLOCCINI, KAREN	LEMING JAMES W	1553	POND VIEW DR	93249	019-480-004-000	326.51	498.39
918516	FLORES, CONCEPCION	FLORES CONCEPCION & ANTONIA PA	5839	POPULAR AVE	92910	020-111-010-000	491.18	746.68

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1500008	ZORILLA, STEPHANIE	IH3 PROPERTY WEST L P	5593	POPPY WAY	93007	019-495-002-000	68.61	70.65
2026300	WRIGHT, EUGENE	WRIGHT, EUGENE L & JEANNE A	1773	POWDER WAY	93842	022-142-006-000	80.40	244.84
535088	HARMON, ROBERT	WOODS FARL ALAN	4984	POWERLINE RD OL	93363	013-051-016-000	492.42	747.96
1672658	BANUELOS, KAYCEE	HOLLIS MARCUS & CATHERINE A	4448	POWERLINE RD OL	93533	014-081-016-000	331.80	503.84
1824457	HOOPER, PAMELA	HOOPER PAMELA	5010 A	POWERLINE RD OL	93583	013-530-011-000	177.84	345.22
1845445	BARNES, JOSEPH	BARNES JOSEPH	5010 D	POWERLINE RD OL	93583	013-530-010-000	481.68	736.90
1990654	WEIGI, AMANDYA	WEIGT BRANDEN C & AMANDYA D	4352	POWERLINE RD OL	93559	014-092-025-000	392.44	646.48
2075224	SANCHEZ, ALDO	RAMIREZ Y RAMIREZ LLC	4654	POWERLINE RD OL	93725	013-290-030-000	295.03	465.96
1677756	ALVAREZ, JESSICA	ALVAREZ ANTONIO & JESSICA	1735	PRESIDIO WAY	93789	022-082-028-000	653.77	992.89
1714831	YOUNG, TAMMY & JOSHUA	YOUNG JOSHUA W & TAMMY M	1716	RAINHAM CT	93796	016-490-023-000	119.43	363.69
1970326	P G & E # 3205	PACIFIC GAS & ELECTRIC CO	3736	RANCHO RD	93655	014-280-065-000	302.46	1,179.50
1934173	FALKENBERRY, JOE	SIMS PHILLIP FAMILY LLC	5739	RAPID WATER WAY L	93175	019-460-006-000	80.40	137.24
229336	BENTON, L M	BENTON LOUIE L SUC	5934	REDBURN AVE	92884	024-131-013-000	331.81	503.85
2122265	JONES, ROBERT	HAIDARI SHARARA	5940	REDBURN AVE	93266	021-131-012-000	228.77	397.69
1787175	LOVE, JOHN	LOVE JOHN CHARLES & YOKIKO	2467	REDGOLD ST	93102	019-642-004-000	312.28	562.37
734509	SMYTHE, ROGER	STARKE TIMOTHY MYLES	1157	REDWOOD AVE	92902	020-254-002-000	162.48	429.07
1219403	CERVANTES, ROSEMARY	CERVANTES ROSEMARY Z	5775	REDWOOD CT	92559	021-195-011-000	164.39	331.37
2023083	VARGO, JEAN	HILL MARLIN D & MONICA M	1827	RIVER BANK DR	93237	019-515-017-000	327.17	500.06
1605872	GARCIA, NANCY	RAMIREZ ISMAEL	1877	RIVER BANK DR	93032	019-516-014-000	64.34	229.82
1640762	TABAJDI, KATHERINE	ESPINOZA VICTOR GARCIA & GARC	1861	RIVER RUN DR	93042	019-511-013-000	331.81	503.85
1737832	POWELL, BETHANIE	TABAJDI SEBASTIAN & KATHERINE	1837	RIVER RUN DR	93097	019-511-007-000	63.42	65.31
1987163	MIRELES, TIBURCIO & JUANA	POWELL BETHANIE & JOHN K	1729	RIVER RUN DR	93079	019-431-008-000	480.51	755.69
2087047	SIMON, CATHERINE	MIRELES TIBURCIO & JUANA	1777	RIVER RUN DR	93205	019-432-003-000	331.54	503.56
415109	MILLER, FORREST	FEDERAL NATIONAL MORTGAGE ASSO	1744	RIVER RUN DR	93293	019-433-010-000	327.80	499.72
832279	GONZALES, SUSIE	MILLER FORREST RAY	5894	RIVERSIDE DR	92887	020-091-006-000	241.20	734.51
1232628	RAMERIZ, SANTIAGO & MARTHA	FERGUSON JUANITA	5887 A	RIVERSIDE DR	92904	020-095-013-000	251.41	258.90
1602549	RAMERIZ, MARTHA	RAMIREZ SANTIAGO	5715 B	RIVERSIDE DR	92962	020-122-034-000	331.81	503.85
1654318	MC GEE, MARJORIE	MITCHELL VINCENT	5637 3	RIVERSIDE DR	93043	020-122-015-000	331.81	503.85
1683598	RODRIGUEZ, VERONICA	MOTA YOALI ROCIO	5683	RIVERSIDE DR	93110	020-122-005-000	79.84	114.54
1805571	BIKEMAN LLC	BIKEMEN LLC	5812	RIVERSIDE DR	93111	020-121-005-000	124.27	293.07
1805589	BIKEMAN LLC	BIKEMEN LLC	5814	RIVERSIDE DR	93112	020-121-005-000	329.09	501.05
1805605	BIKEMAN LLC	BIKEMEN LLC	5818	RIVERSIDE DR	93113	020-121-005-000	488.83	744.25
1879659	CLOYD, SANDRA	RAMIREZ SANTIAGO	5816	RIVERSIDE DR	93144	020-121-005-000	329.09	501.05
1915099	ROCHA, JUANA	KHAN MOHAMMAD A & SALVA LUCY	5715 D	RIVERSIDE DR	93163	020-122-034-000	331.81	503.85
1964139	BELTRAN, VERONICA	BIKEMEN LLC	5885	RIVERSIDE DR	93188	020-095-014-000	331.80	503.84
1994797	GUZMAN, PABLO L	GUZMAN PABLO L	5716 A	RIVERSIDE DR	93188	020-121-005-000	331.56	503.58
2024271	FRIEND, CHRISTA	BLOCKER JAMES M IV & NANCY O	5687	RIVERSIDE DR	93212	020-122-009-000	169.39	337.43
2034049	QUINTERO, ANA	QUINTERO JAVIER	5679 A	RIVERSIDE DR	93239	020-172-005-000	255.18	262.90
2044923	BIKEMAN LLC	BIKEMEN LLC	5634	RIVERSIDE DR	93245	020-171-010-000	98.36	427.86
2114593	GONZALEZ, JOSE	BROWN SHARON R	5820	RIVERSIDE DR	93258	020-121-005-000	241.35	410.65
1361369	AMMONS, TAMMI & CHRISTOPHER	AMMONS CHRISTOPHER & TAMMI	5705	RIVERSIDE DR	93316	020-122-012-000	123.92	289.67
1399625	PARRA, CARMEN	PARRA JORGE H & TOZCANO-PARRA	2245	ROARING CAMP CT	93749	016-340-058-000	331.80	503.84
2067106	WHITE, KY	AUSTIN ROBERT	2134	ROBERTA AVE	92987	021-562-006-000	131.81	182.37
1563543	GULLETT, GARY & LISA	GULLETT GARY R & LISA M	3240	ROBERTA AVE	93274	021-563-004-000	80.40	164.44
1793538	FORD, DELIAH	FORD DELIAH D	3240	ROCKY RD	93767	014-330-016-000	371.59	564.23
1928431	ORNELAS, VERONICA	ORNELAS VERONICA	1619	ROCKY WAY	93568	013-630-016-000	331.58	503.60
1969120	SCOTT, MICHAEL	SCOTT MICHAEL A	1624	ROCKY WAY	93653	013-630-032-000	82.78	247.29
1456201	REYES, MARTHA	VELAZCO JULIO C & REYES MARTHA	1601	ROCKY WAY	93653	013-630-014-000	326.71	498.59
1965268	AAMOTH, GILES	LISNAWATI LENNY	4182	ROSE AVE	93490	014-201-085-000	81.51	251.28
1338466	MAITHEWS, YVONNE	MATTHEWS YVONNE E	5843	ROSE AVE	93649	014-202-007-000	98.55	101.49
1673755	LYLE, KEVIN	LYLE CHRISTINA & KEVIN	5847	RUPERT AVE	92980	021-282-016-000	40.20	203.42
1904652	WELCH, MONICA	LEE MARIANNE ADRIAN	5839 B	RUPERT AVE	93047	021-282-008-000	166.84	333.89
1980739	LEE, DAVID	BOONE JEFFREY K SUC	5839 A	RUPERT AVE	93156	021-520-001-000	156.39	161.05
2031847	HOWARD, STEVEN	BOONE JEFFREY K SUC	5850 2	RUPERT AVE	93197	021-520-001-000	481.77	747.29
					93243	021-281-028-000	139.07	143.25

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2034734	MOORE, ANGELIC	BOONE JEFFREY K SUC	5650 1 RUPERT AVE	93248	021-281-028-000	212.49	218.82
2056075	CROFTON, JAMES	BOONE JEFFREY K SUC	5650 7 RUPERT AVE	93266	021-281-028-000	202.57	208.50
2059954	SMITH AJA	BOONE JEFFREY K SUC	5650 RUPERT AVE	93270	021-281-028-000	224.48	231.17
2102848	LEE, MARIANNE A	LEE MARIANNE ADRIAN	5639 B RUPERT AVE	93308	021-520-001-000	175.23	342.53
2113991	KRUEGER, MARY	BOONE JEFFREY K SUC	5650 4 RUPERT AVE	93315	021-281-028-000	128.00	293.87
2116051	SALLABERRY, JOHNNIE	BOONE JEFFREY K SUC	5650 RUPERT AVE	93320	021-281-028-000	114.40	279.87
2126357	BOONE, JEFF	BOONE JEFFREY K SUC	5650 2 RUPERT AVE	93328	021-281-028-000	120.51	286.26
2132223	THOMAS, TINA	BOONE JEFFREY K SUC	5650 9 RUPERT AVE	93337	021-281-028-000	26.80	189.61
1028513	CARTER, MARY	CARTER MARY J	5604 B S GLEDHILL AVE	92822	021-331-011-000	331.81	503.85
1381177	SAMUEL, LAWRENCE	SAMUEL LAWRENCE ARTHUR	5576 B S GLEDHILL AVE	92888	021-331-018-000	331.65	503.86
1734839	MAGANA, NELSON	MAGANA NELSON N	5521 B S GLEDHILL AVE	92975	021-402-002-000	275.73	446.07
1800762	ROSS, PETE	TORRES JESUS TORRES & MARIA G	5519 S GLEDHILL AVE	93109	021-402-003-000	73.88	238.12
2096741	NAHLEN, BERNARD	NAHLEN BERNARD F	5528 S GLEDHILL AVE	93306	021-401-017-000	204.32	372.50
1726652	MAGANA, NELSON	MAGANA NELSON N	5521 A S GLEDHILL AVE	93546	021-402-002-000	275.73	446.07
1890011	FISHBACK, ERIC	FISHBACK ERIC J	1186 SABBINE CT	93822	022-141-021-000	118.67	286.17
1745926	SMITH, LANCE	SMITH LANCE & SHEREE A	5637 SALMON DR	93084	019-480-029-000	241.35	410.65
1866169	JACQUES, JESSICA	GLORIA MERLINA GUERUBIN	1166 SECRET LAKE TRAIL	93819	016-170-032-000	87.83	90.57
1761915	COFFEE, HARRY	COFFEE HARRY DALE	5661 SEEDLING WAY	93093	019-675-003-000	328.51	500.45
1282045	TRICE, KATHY	POWAR JACUIT	1360 SHARP AVE	92974	021-312-015-000	331.81	503.85
1810282	ARROYO, JOSE	ARROYO JOSE M & ADRIANA	4537 SHAY AVE	93578	013-720-059-000	79.40	243.80
1639814	LAWTHER, LUCIA	HALL SANDY & LARRY	1740 SHORELINE DR	93041	019-391-040-000	80.40	244.84
1806041	JONES, CHARLES & ROSE	JONES CHARLES T & ROSE M	1691 SHORELINE DR	93114	019-392-016-000	651.21	990.25
1855923	VARGAS, JESSICA	PELLERIN VINCE G & ALICE M	1821 B SIERRA WAY	93135	021-100-035-000	126.40	292.69
1456318	DIAZ, ANGELICA & JOSE	DIAZ JOSE & ANGELICA	1169 SILVER SPUR WAY	93757	016-480-017-000	331.81	503.85
1685742	ROSAYES, JENNIFER	ROSAYES JENNIFER	1029 SILVER SPUR WAY	93787	016-470-001-000	80.40	244.84
930925	MONTALVO, VALERIE & RICHARD	MONTALVO RICHARD J	1072 SILVER SPUR WAY	93791	016-470-017-000	330.74	502.74
930925	JENNIFER, WAYNE	JENNIFER DONALD WAYNE	5552 SILVERWOOD ST	92911	020-492-010-000	158.91	325.72
976050	HUTH BROADCASTING	SOLYRES MELVIN R	1605 SIMPSON LN	92914	018-230-006-000	55.91	224.48
1712975	STEVENS, TWYLA	STEVENS RAYMOND & TWYLA	1760 SKINNER AVE	93543	013-720-024-000	384.96	637.24
1833920	EWING, ROUTH	EWING MATTHEW K & ROUTH C	1766 SKINNER AVE	93590	013-720-023-000	119.43	363.69
1829704	RICE AIRCRAFT SERVICES	RICE AIRPORT OPERATIONS LLC	4509 SKYWAY DR	93688	013-560-013-000	240.57	965.89
1660638	TAUS, PAIGE & PETE	TAUS PETER Z SR	1887 SLINGSHOT DR	93783	016-480-046-000	492.87	748.42
1552694	DAY, DONNA	DAY DONNA MARIE	1414 SNOWY EGRET ST	93306	014-773-007-000	30.40	193.33
1797273	METZGER, LAYCIE	METZGER LAWRENCE G II & LAYCIE	1397 SNOWY EGRET ST	93669	014-771-017-000	280.11	529.99
1336221	HUNTER, ALLEN	HUNTER ALLEN W	2219 SOLDIERS RANCH WAY	93748	016-190-002-000	73.10	118.84
2070050	LEWIS, JENNIFER	LEWIS JENNIFER AMY & TALMADGE	3886 SOPHIA ST	93722	014-631-009-000	82.78	247.29
1966456	VORE, KERRY	DWORKIN KENNETH P	2023 SPANISH RANCH WAY	93630	016-300-032-000	303.10	552.92
1160159	WHEELER, NATHANIEL	WHEELER NATHANIEL W & MELISSA	1463 STEPHENSON ST	92852	020-472-012-000	358.50	609.99
2026383	FAVORS, ROBIN	SNIER THOMAS HUGH & MARIA ISA	1462 STEPHENSON ST	93241	020-473-006-000	102.33	288.34
2110583	ANDERSON, JUSTIN	JOHNSON THOMAS H & MARIA I	1456 STEPHENSON ST	93313	020-473-005-000	287.18	467.30
1589845	ANGEL WINGS CORP	HUERTA ALEJANDRO & KENDELL	2061 STONE WOOD LOOP	93025	019-582-002-000	111.82	448.96
1825397	HUERTA, ALEX	HUERTA ALEJANDRO & MARIA G	2101 STONE WOOD LOOP	93119	019-582-010-000	331.69	503.73
1964923	ALEJANDRE, MANUEL	BEVERLY TYNVA	2038 STONE WOOD LOOP	93189	019-583-002-000	228.32	475.87
1433093	TREE, PATRICIA	TREE PATRICIA A	2186 SUMMERFIELD LN	93484	014-650-038-000	81.61	97.86
1432554	REESE, SHARON	REESE SHARON L	2191 SUMMERFIELD LN	93485	014-650-054-000	331.80	503.84
1436831	WALSH, BRIAN	WALSH PHILIP J & LINDA J	2150 SUMMERFIELD LN	93488	014-650-032-000	331.81	503.85
1733351	BARBER, ADAM	BARBER ADAM JOHN & LAVON	2162 SUMMERFIELD LN	93666	014-650-052-000	325.97	497.83
2003697	HICKS, DEBBIE	HICKS ROBERT E & DEBORAH H	1392 SUNDANCE DR	93825	016-605-001-000	79.09	247.30
1926633	SMITH, PAMELA & THOMAS	SMITH IVY	4317 SUNDARI AVE	93680	013-700-025-000	340.00	590.93
1648450	EDWARDS, TABITHA	EDWARDS TABATHA	4389 SUNDARI AVE	93483	013-700-029-000	36.63	123.62
2053072	CARR, MIKE	CARR STEPHANIE M	4423 SUNDARI AVE	93701	013-700-033-000	117.41	363.52
1246818	SATTERFIELD, DOYLE & ELIZABETH	SATTERFIELD DOYLE G & ELIZABET	1981 SUNRISE AVE	93263	021-033-012-000	80.40	244.84
2078881	TUMBER, AMIT	TUMBER AMIT S	1990 SUNSET AVE	93285	021-074-006-000	284.29	454.88
614867	JOHNSON, DUDLEY	JOHNSON DUDLEY JOSEPH	6113 SUNSHINE AVE	92897	021-073-012-000	331.81	503.85
1567325	TURNER, JENNIFER	MOORE JAMES W	6163 SUNSHINE AVE	93136	021-073-003-000	331.65	503.68

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1726660	LAGUILLO, MARTY	LAGUILLO VIRGINIA & MARTY	1584	TADPOLE WAY	93069	019-402-001-000	492.67	748.42
1098839	GRAY, ANGELENE	GRAY ANGELENE	4370	TERRY CT	93437	014-561-004-000	331.81	503.85
1758549	SIMPSON, TAMI	BAKER CONNIE B	4377	TERRY CT	93660	014-561-011-000	232.53	239.46
1856590	KEITH, CHARLOTTE	KILROY COREY	1406	THAMES CT	93818	016-510-024-000	492.67	748.42
1714347	UECKERT, MISTY & LARRY	RYAN MICHAEL J & ROBIN L	1587	THREE RIVERS DR	93081	019-480-019-000	247.80	579.98
1680834	VONGSAVATH, MICHAEL	VONGSAVATH MICHAEL	1007	TIBURON WAY	93790	022-084-002-000	81.56	246.03
2047140	PEREZ, BELEN	PINEDA ELVIE	1035	TIBURON WAY	93844	022-072-007-000	478.12	733.22
1790666	MELGOZA, JAIME	MELGOZA JAIME U	5665	TISH CIRCLE	93104	020-400-016-000	80.40	244.84
1891371	ALIRE, LUCIO	CISNEROS FAUSTINO	5629	TISH CIRCLE	93209	020-400-023-000	85.00	87.54
1603463	WALLIS, JOHN	WALLIS JOHN & ELIZABETH	5524	TRAILHEAD LOOP	93031	019-523-029-000	653.93	993.05
1933746	SULLIVAN, NADINE	SULLIVAN NADINE	5523	TRAILHEAD LOOP	93174	019-523-017-000	79.46	101.43
2006351	CLINKENBEARD CHRIS	CHIMA KARTAR SINGH & SURINDER	5540	TRAILHEAD LOOP	93219	019-523-008-000	78.60	245.42
1230762	SHELTON, ROBERT	SHELTON ROBERT K JR & CINTHIA	2140	TREVIEW CT	92861	018-302-005-000	62.01	225.89
1095405	BROWN, RODNEY O & ELIZABETH	BROWN RODNEY O & ELIZABETH A	6286	TREVIEW DR	92946	018-301-004-000	331.81	503.85
1247626	OSTINI, STACEY & BONNIE	OSTINI STACEY & BONNIE	6295	TREVIEW DR	92964	018-302-008-000	329.65	680.86
1394113	PATTON, CHRISTINA	PATTON CHRISTINA	6274	TREVIEW DR	92992	018-301-002-000	427.29	880.86
1742931	PALACIO, DENA	THOMPSON SCOTT	6304	TREVIEW DR	93082	018-301-007-000	331.81	503.85
1753029	FERREIRA, AARON	FERRERIA AARON & LAURA	6268	TREVIEW DR	93088	018-301-001-000	258.06	436.63
1436336	WALDREN, LEATHA	WALDRON LEATHA	4917	TULSA AVE	93487	013-072-019-000	331.81	503.85
1530450	SUTTON, LINDA	URIBE PAULA	4880	TULSA AVE	93503	013-071-008-000	62.01	227.41
1142470	TORGENSEN, GLENN	MARYVILLE LLC	1623	TUMBLEWEED WAY	93448	013-620-009-000	331.81	503.85
1868953	CONINE, NINA	AYERS ROSEWITHA	1573	TUMBLEWEED WAY	93601	013-620-018-000	321.88	493.62
1906163	SCHAMBAUGH, RICHARD	SCHAMBAUGH RICHARD J	1606	TUMBLEWEED WAY	93622	013-620-029-000	114.35	280.58
1906603	WOOLERY, MELISSA	WOOLERY MELISSA J	5575	TURNBERRY DR	93157	019-647-006-000	321.88	493.62
2020272	SIMMONS, CORY	BROWN KEVIN	5582	TURNBERRY DR	93234	019-646-008-000	84.02	748.42
1584959	WILLIAMS, RONNIE	WILLIAMS DEWARTE	1365	TURNBRIDGE WAY	93372	016-510-037-000	486.68	742.04
962878	SMITH, CAROL	WILSON WILLIAM J JR & CAROLINE	4333	TYMAN DR	93397	014-422-015-000	492.87	748.42
1005685	BETANCOURT, LUISA	CHAVEZ NEMECIO C	4310	TYMAN DR	93405	014-432-022-000	327.08	498.98
2094050	GOMEZ, REINA	SUMOVIC ARIANA KUCANA	4400	TYMAN DR	93736	014-570-007-000	99.71	343.38
1933548	GABRIELLI, MARCELLO	GABRIELLI MARCELLO	1156	TWINBERRY ST	93635	014-723-013-000	144.30	312.27
1896412	FLEURY, ZACH	FLEURY ZACHARIAH N	1100	TWINBERRY ST	93663	014-723-002-000	326.71	498.59
1997980	JONES, KEITH	TROTTER JOSHUA S	5717	TWISTED RIVER CT	93215	019-421-007-000	241.48	248.57
1218270	CHEAVER, JESSICA	CHEAVER MATTHEW J	1691	TWISTED RIVER DR	92958	019-382-007-000	84.11	248.66
1218973	CASTANEDA, MAXIMILIANO J	CASTANEDA MAXIMILIANO JR	1684	TWISTED RIVER DR	92960	019-381-006-000	331.81	503.85
2011179	HODGES, KATHLEEN	SEARS WILLIAM BRIAN & TRACEY R	1675	TWISTED RIVER DR	93222	019-382-011-000	162.56	329.48
1916576	PENA, RAMIRO	POWAR JAGJIT	6049	TYLER AVE	93164	021-093-002-000	331.80	503.84
1706530	SHACK, JOEALISA & JERRY	SHACK JERRY J	1655	VALLEY MEADOWS DR	93540	014-633-017-000	492.75	748.42
1735471	TAYLOR, BARRY	TAYLOR BARRY & CINDY	1671	VALLEY MEADOWS DR	93551	014-633-015-000	492.87	748.42
1813534	SINGH, VANILINE	FEDERAL NATIONAL MORTGAGE ASSO	3523	VELVETLEAF ST	93560	014-682-015-000	331.51	503.53
1508787	GILLOCK, RUBY	GEORGE PHILLIP W	6050	VIERRA LN	92948	021-100-045-000	331.51	503.53
1101427	TREMPER, JEAN	APEDALE JOHN	1088	VINE AVE	92948	021-382-018-000	142.69	309.01
1848175	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE	1108	VINE AVE	93129	021-382-006-000	361.37	447.59
1848183	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE	1108 C	VINE AVE	93130	021-382-006-000	331.82	503.86
2006641	QUINTERO LUPE	QUINTERO JOSE	1108 B	VINE AVE	93220	021-382-006-000	330.10	502.08
967969	COOKSEY, JASON	COOKSEY JASON C	2106	VIRGLIA LN	93396	014-431-016-000	481.85	737.07
1099935	LUJAN, EDWARD J & PATRICIA	LUJAN EDWARD J & PATRICIA	2075	VIRGLIA LN	93438	014-432-042-000	333.40	586.41
1729938	AYALA, SYLVIA	AYALA SYLVIA & EDUARDO	2096	VIRGLIA LN	93548	014-431-011-000	129.01	297.97
1937382	DICKEY, REGGIE	DICKEY EDWARD & DEBORAH L	2130	VIRGLIA LN	93638	014-431-028-000	331.71	503.75
2018034	DEL CAMPO, JASON	JANSEN BILL	2123	VIRGLIA LN	93675	014-432-026-000	32.19	33.15
2086270	BAÑTUAO, SOMRID	COOPER TRIMON G	710	VIRGINIA AVE	92925	020-360-006-000	331.81	503.85
1034123	LUDOVIC, MARIA	LUDOVIC DEREK & MARIA	920	VIRGINIA AVE	93033	020-360-001-000	321.61	493.33
1898105	NELSON, BRYNDA	COOPER TRIMON G	760	VIRGINIA AVE	93153	020-360-049-000	331.81	503.85
1033596	GATES, DAN & KIM	GATES DANIEL & KIMBERLY	1617	VOLK ST	92924	021-242-017-000	500.09	755.86
1989367	TODD, CHARISSE	HRM RANCHES LLC	3362	WAREHOUSE RD	93835	014-300-018-000	90.03	274.16
1711407	FRIEDL, JESSICA	FRIEDL JESSICA & ESCOBAR ERIC	1756	WATERFALL DR	93063	019-494-005-000	331.80	503.84
1714028	PASILAS-CRISTOBAL, EVELYN	PASILAS EVELYN	1764	WATERFALL DR	93083	019-494-007-000	80.15	244.58

Cust #	Customer Name	Owner Name	Service Address	Lien #	Parcel #	Lien Amt	Curr Bal
1900935	PETTY, LENARD	ROBLES EMERICO & RAMONA	WATERFALL DR	93154	019-493-003-000	492.73	598.54
1919612	JOYAL, JAMES	SANCHEZ CYDNEY	WATERFALL DR	93166	019-512-009-000	71.88	96.74
1978774	GUTIERREZ JOSE G	WATERFALL DR	WATERFALL DR	93195	019-513-002-000	653.48	992.59
2130714	LUCAS, MARK	HUANG BINBIN	WATERFALL DR	93334	019-494-001-000	59.72	302.18
1997840	SANABIA, EZEQUIEL & CRISIELA	SANABIA EZEQUIEL & CRISIELA	WATERFALL CT	93314	019-530-023-000	330.88	502.88
1992908	HERBERT, MICAH	HERBERT MICAH	WATERHOLE LOOP	93210	019-522-021-000	321.88	493.62
1524842	MARTINEZ, LUIS	MARTINEZ LUIS	WATERVILLE DR	93013	019-602-003-000	331.81	503.85
279141	ANCHAK, ALBERT	LAFAYETTE DIRK L	WESTERN AVE	93347	013-170-030-000	331.81	503.85
595488	LA FAYETTE, LEWIS	LA FAYETTE DIRK L	WESTERN AVE	93367	013-170-007-000	331.81	503.85
940551	USSERY, GENEVA	BURNETT JAMES E & BONNIE	WESTERN AVE	93389	013-511-003-000	492.87	748.42
1099225	HODGES, LINDA ANN	HODGES LINDA ANN	WESTERN AVE	93439	013-480-041-000	331.81	503.85
1303825	MUNDOZA, AURELIO	MENDOZA AURELIO FRIAS	WESTERN AVE	93466	013-440-028-000	166.05	333.07
1412147	YOUNG, GLEN & MAE DAWN	YOUNG GLEN GRANT & MAE DAWN	WESTERN AVE	93481	013-031-030-000	153.97	158.56
1528322	ANCHAK, ALBERT	PINION THOMAS	WESTERN AVE	93512	013-512-005-000	99.74	102.71
1582253	PATTERSON, LARRY	APARICIO MIGUEL ZUNIGA	WESTERN AVE	93509	013-472-011-000	324.37	496.18
1763226	VIVEROS, MARGARITOS	MYERS DUSTIN	WESTERN AVE	93607	013-472-011-000	243.87	496.18
1878263	GORHAM, BRITTANY	YOUNG GLEN GRANT & MAE DAWN	WESTERN AVE	93641	013-031-030-000	103.56	106.64
1946771	YOUNG, GLEN	BATES LES	WESTERN AVE	93644	013-472-012-000	278.07	286.41
1953793	BATES, LES	MYERS LARRY L & ETHEL F	WESTERN AVE	93668	013-170-041-000	97.97	342.80
2006419	RODRIGUEZ, JENNY	MEJIA AGUSTIN & ROSA	WESTERN AVE	93723	013-112-004-000	153.52	320.77
2027902	KERSHAW, DONNA	RICHARDS TYLER D	WESTERN AVE	93732	019-634-007-000	46.90	210.32
2070340	CHOONBER RODRIGUEZ, JESSE R	US BANK NATIONAL ASSOCIATION	WHITE WATER DR	93017	019-553-016-000	378.31	630.39
2129724	RICHARDS, TYLER	TUCKER LISA M	WILCOX RANCH RD	93762	016-280-002-000	489.51	744.95
1551480	GANTOEN, EULALIA	HSBC BANK USA NATIONAL ASSOCIA	WILCOX RANCH RD	93827	016-280-009-000	122.96	367.32
1534718	TUCKER, LISA	BROOKER BOUNDER SYLVESTER JR	WILCOX RANCH RD	93836	016-300-017-000	460.40	474.22
1966937	BROOKER, BOUNDER	BRACKETT DAVID JR	WILDERNESS LOOP	93060	019-521-022-000	82.78	247.29
1993096	VLACH, PAUL	BRACKETT DAVID JR	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1669613	GRAHAM, TOM	GOODWIN ROBERT	WILDERNESS LOOP	93127	019-521-022-000	80.40	244.84
1698109	BRACKETT, MARY	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1841873	CALDWELL, DARRYL	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1695717	GOODWIN, ROBERT	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1823666	LEACH, JACQUELINE	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2079770	SCHNEEBERG, JAMIE	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1095728	GUNNISON, MICHAEL R & DOREEN I	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1581347	ADAMS, NEWTON & AMY	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1799980	DAILEY, DARYL	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1889583	VARGAS, LUIS	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1987403	PERKINS, FRANK & PATRICIA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1774116	WONG, JIMMY & CORINNA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2090116	HOVEY, KAREN & GREGORY	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1078013	PARRA, JOSEFINA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1336148	DENNY, ANNA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1760263	LEE, MARIANNE A & DAVID	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1771245	LEE, DAVID	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1802099	RIOS, CRYSTAL	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1883355	HIVELY, JENNIFER	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
1941657	ROBINSON, SAMANTHA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2019784	LEE, MARIANNE	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2064731	MONROE HODGES, JONAH	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2081990	THOMAS, ERNEST	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
2107480	HODGES, STEVE	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
295972	SUTTON, BETTY	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
296087	WILDEN, BILLY	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
660381	WALKER, JOHN & SANDRA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
881193	DE CAMP, MURINITA	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99
983569	ELLIOTT, HEATHER & ERIK	LEACH CASEY L & JACQUELINE G	WILDERNESS LOOP	93127	019-521-022-000	164.03	330.99

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1015445	BOOTH, TRESA	PAVAO TRESA	1771	11TH AVE	93408	013-281-023-000	331.80	503.84
1129832	ELDRIDGE, CAROLYN	ELDRIDGE BOBBY & CAROLYN	1633	11TH AVE	93444	013-282-016-000	331.81	503.85
1236233	EVANS, PATI	BECHTEL PATRICIA	1818	11TH AVE	93460	013-322-001-000	241.35	410.65
1311968	COOPER, AUDREY	COOPER MERRILL M & AUDREY M	1878	11TH AVE	93489	013-340-001-000	331.81	503.85
1452887	HENSLEY, DENNIS & CONNIE	HENSLEY DENNIS EDWIN	1777	11TH AVE	93489	013-281-021-000	211.97	459.79
1544402	GARCIA, AURELIO	ORNELAS AURELIO GARCIA	1660	11TH AVE	93492	013-310-004-000	392.87	645.39
1858885	FULTZ, JIMMY	FULTZ LARRY DEAN & VICKIE GAIL	1543	11TH AVE	93504	013-251-028-000	331.81	503.85
2025369	KHAN, MOHAMMAD	KHAN MOHAMMAD ARSHAD & SALVA L	1713	11TH AVE	93597	013-270-017-000	331.81	503.85
2068314	JAMES, JADE	MILLER JOHN & BETTY	1704	11TH AVE	93681	013-270-017-000	331.81	503.85
2068702	STROBEN, CINDY	OLIVARES GUSTAVO OROZCO	1914	11TH AVE	93717	013-310-007-000	134.43	383.53
2067163	MITCHELL, GEORGE	STANALAND DIANE	1791	11TH AVE	93718	013-340-017-000	214.05	220.42
2078905	STANALAND-MITCHELL, DIANE	STANALAND DIANE	1791	11TH AVE	93719	013-281-026-000	118.05	121.56
2123578	STANALAND, RICHARD	STANALAND DIANE	1791	11TH AVE	93730	013-281-026-000	198.90	204.82
556894	GIORGIANI, JANET	GIORGIANI JANET M	1992	14TH AVE	93746	013-281-026-000	119.43	363.69
1301373	SCIARILLO, DEBBIE	CALHOON DAVID	1772	14TH AVE	93465	014-033-020-000	241.35	410.65
1801489	WALTHER, REGAN	PICKLER PATRICK	1917	14TH AVE	93571	014-041-002-000	331.81	503.85
2044550	SUMMERS, SHEILA	DOZIER RICHARD E & SONDRAL L	1928	14TH AVE	93695	014-032-017-000	492.87	748.42
1355692	HALL, MICHAEL	SAUCEDO JORGE & CAMELIA	1962	15TH AVE	93474	014-082-012-000	151.32	155.83
1424126	WEAVER, GARY	HALL MICHAEL & HELEN	1962	15TH AVE	93483	014-071-003-000	654.39	993.53
1721919	STRICKLEN, KATHY	STRICKLEN KATHRYN I	1893	15TH AVE	93456	014-081-002-000	324.29	496.09
1224682	BEDOLLA, CYNTHIA	BEDOLLA MARTIN A & CYNTHIA	1957	16TH AVE	93475	014-082-022-000	100.00	265.03
1363977	DANIELS, DEREK	DANIELS DEREK	1913	16TH AVE	93456	014-082-028-000	492.87	748.42
1767235	SANCHEZ, PATRICK	SANCHEZ PATRICK T	1893	16TH AVE	93564	014-082-031-000	329.92	501.90
1906859	AGUILAR, JANET	DE LOS SANTOS MARIA G	1852	16TH AVE	93623	014-073-005-000	107.12	110.34
2060870	DAVIS, BRETT	DAVIS BRETT	1935	16TH AVE	93711	014-082-025-000	284.32	454.91
301457	CORTA, ESTELLA	HARRISON GRANT COLIN	1936	17TH AVE	93355	014-102-009-000	160.95	165.77
730036	RODGERS, SHERRY	RODGERS SHERRY	1866	17TH AVE	93372	014-103-004-000	123.56	289.30
1341841	REDFIELD, SARAH	REDFIELD SARAH & ADAM	1886	18TH AVE	93471	014-106-003-000	417.13	692.67
1596248	ROJAS, OSCAR	GONZALEZ DE CASTANEDA ARACELI	1829	18TH AVE	93514	014-562-019-000	262.03	269.67
1862877	CHATTIN, JAMES	CHATTIN JAMES & SMOAK JACQUELI	1872	18TH AVE	93600	014-562-017-000	62.01	146.72
2006542	POWAR, JAGJIT	POWAR JAGJIT	1837	18TH AVE	93669	014-562-017-000	330.10	502.08
285510	FIELDS, JAMES	FIELDS JAMES	1523	2ND AVE	93348	013-420-003-000	331.81	503.85
285692	MITCHELL, BOB	MITCHELL SHIRLEY V	1638	2ND AVE	93349	013-451-053-000	331.81	503.85
608059	CRABTREE, LINDA	CRABTREE JERRY & LINDA	1682	2ND AVE	93368	013-451-067-000	331.72	503.76
877431	VACA, ROGER	VACA JOHN	1589	2ND AVE	93383	013-420-012-000	162.01	328.91
921015	CARDENAS, LUCE	ARTEAGA MARIA LUZ P	1580	2ND AVE	93388	013-440-012-000	331.81	503.85
1099862	CRABTREE, JERRY & LINDA	CRABTREE JERRY & LINDA	1682	2ND AVE	93440	013-451-067-000	331.72	503.76
1146497	SALAZAR, LEONARD	SALAZAR LEONARD	1654	2ND AVE	93449	013-451-002-000	162.01	328.91
1225838	SHOEMAKER, LAURA	MOORE DAVID W	1551	2ND AVE	93457	013-420-006-000	653.56	992.67
1802974	PENA, SYLVIA	GONZALEZ JESSE	1629	2ND AVE	93574	013-431-001-000	329.12	501.08
1812031	MYERS, ADDOM	MYERS ADDOM	1681	2ND AVE	93579	013-431-015-000	105.38	270.57
1829035	DAVIS, RODNEY	DAVIS RODNEY	1673	2ND AVE	93587	013-431-018-000	329.17	501.13
2011229	GRISIO, ROBERT	GRISIO FRANK	1539	2ND AVE	93670	013-420-004-000	156.35	323.09
2042851	KHAN, MOHAMMAD	KHAN MOHAMMAD A	1646	2ND AVE	93693	013-451-060-000	183.96	189.44
2111060	TODD, THOMAS	KHAN MOHAMMAD A	1646	2ND AVE	93745	013-451-060-000	114.80	118.24
1018738	ANDERSON, WILLIAM G	ANDERSON JAMES LYNN	1563	3RD AVE	93410	013-440-036-000	80.40	244.84
1314426	SANDERS, SANDRA & BILLY	CASILLAS JOSE LUIS	1697	3RD AVE	93468	013-451-012-000	180.27	185.63
1523984	WRIGHT, SALLY	WRIGHT SALLY E	1639	3RD AVE	93498	013-451-026-000	25.82	269.91
1661438	HODGES, BENNY	HODGES BENNY RAY	1679	3RD AVE	93526	013-451-065-000	331.56	503.58
1920370	QUINTERO, JOSE & GUADALUPE	QUINTERO JOSE V & MARIA G	1620	3RD AVE	93628	013-472-009-000	331.81	503.85
2073161	BROWNSARD, ASHLEY	MASSENGILL TOMMIE & BETH	1611	3RD AVE	93724	013-440-058-000	40.65	285.58
2076297	HADDIS, JEFF	HADDIX JEFF	1580	3RD AVE	93727	013-472-002-000	289.66	460.42
2076305	HADDIS, JEFF	HADDIX JEFF	1580	3RD AVE	93728	013-472-002-000	289.66	460.42
2111045	CASILLAS, LUIS	CASILLAS JOSE LUIS	1697	3RD AVE	93744	013-451-012-000	141.60	307.88
546549	MASSEY, DELORES	MASSEY BOB & DELORES	1582	4TH AVE	93364	013-473-019-000	478.65	733.77
1827724	MULLIKIN, JOHN & KIM	MULLIKIN JOHN K & KIM M	1577	4TH AVE	93365	013-472-019-000	492.87	748.42

Cust #	Customer Name	Owner Name	Service Address	Lien #	Parcel #	Lien Amt	Curr Bal
299447	SHATSWELL, ELLA MAE	SHATSWELL, ELLA MAE	5TH AVE	93350	013-502-011-000	307.65	478.95
796831	WOODS, CECIL	WOODS, CECIL JR	5TH AVE	93375	013-502-023-000	216.91	223.41
1198175	SHELDON, MELISSA	BANDA BEJAMIN	5TH AVE	93453	013-501-034-000	178.46	346.62
1579705	ROMERO, MIGUEL	ROMERO MIGUEL & MARIA DE LOS A	5TH AVE	93511	013-512-013-000	653.88	993.00
1700319	KHAN, MOHAMMAD	KHAN MOHAMMAD	5TH AVE	93536	013-512-002-000	331.81	503.85
2090777	KHAN, MOHAMMAD	KHAN MOHAMMAD	5TH AVE	93735	013-502-016-000	228.12	397.02
796991	WILSON, JESSE	WILSON JESSIE D & KATHY L	6TH AVE	93376	013-031-029-000	331.81	500.65
1040302	WILDEN, DEBBIE	WILDEN PERRY & DEBBIE	6TH AVE	93417	013-052-021-000	328.71	500.85
1083443	HALCOMB, DAVID	HALCOMB DAVID	6TH AVE	93423	013-032-011-000	331.81	503.85
1131366	DEADWILEY, BRENDA	DEADWILEY BRENDA	6TH AVE	93445	013-041-010-000	492.65	748.19
1378994	JOHNSON, DAVID & VICKIE	ROSE RODNEY B	6TH AVE	93477	013-042-010-000	331.81	503.85
1394080	ROSE, RODNEY	ROSE RODNEY B	6TH AVE	93478	013-042-009-000	2,856.21	3,570.65
1526391	PRAETHER, SAMANTHA & JUSTIN	PRAETHER JUSTIN —	6TH AVE	93499	013-031-014-000	329.09	501.05
1698607	CLAYTON, LLOYD & BETH	CLAYTON LLOYD D & BETH A	6TH AVE	93532	013-020-028-000	162.01	328.91
1709252	CAIRNS, DONNA	ROSE RONALD G & JUDITH A	6TH AVE	93541	013-041-009-000	331.81	503.85
1745017	WILSON, JESSIE D & KATHY L	WILSON JESSIE D & KATHY L	6TH AVE	93555	013-031-029-000	331.81	503.85
1749290	DERRYBERRY, DOYLE W & TERRY	DERRYBERRY DOYLE WESLEY & TERR	6TH AVE	93557	013-041-017-000	331.88	503.60
1880210	FLORES, JAMES	FLORES DAVID & JAUREGUI JUANA	6TH AVE	93609	013-042-002-000	329.09	501.05
2025120	EVERSOLE, KELLY	SINGH PARSHOTAM	6TH AVE	93680	013-041-007-000	27.48	111.50
2059780	MYERS, MATTHEW	HARRINGTON DONALD C	6TH AVE	93707	013-032-008-000	101.54	104.56
2075562	LUTHER, RASHELLE	OROZCO-OLIVARES GUSTAVO	6TH AVE	93726	013-041-004-000	43.53	65.24
2103158	WILLIAMS, SARAH	HARRINGTON DONALD C	6TH AVE	93738	013-032-008-000	175.04	342.34
2110864	KREAG, KATY	SINGH HARIJOT & SONIA	6TH AVE	93743	013-031-024-000	134.80	300.88
953422	LITTLE, FRANK	LITTLE FRANKLIN D	7TH AVE	93391	013-101-004-000	331.81	503.85
953430	LITTLE, FRANK	LITTLE FRANKLIN D	7TH AVE	93392	013-101-004-000	331.81	503.85
953455	LITTLE, FRANK	LITTLE FRANKLIN D	7TH AVE	93393	013-101-004-000	331.81	503.85
1345198	DAVIS, RODNEY	DAVIS RODNEY	7TH AVE	93472	013-112-022-000	338.49	510.73
1530153	SIMON, CANDACE	CRENSHAW REVA	7TH AVE	93502	013-101-001-000	492.87	748.42
1676113	TENORIO, SANDRA	TENORIO CELERINO & SANDRA	7TH AVE	93534	013-101-003-000	102.01	119.60
1824044	BYERLY, KATHLEEN	KHAN MOHAMMAD	7TH AVE	93582	013-130-064-000	331.81	503.85
1844463	DAVIS, RODNEY	DAVIS RODNEY	7TH AVE	93626	013-081-032-000	331.73	503.77
1918143	LA FIESTA PRODUCE MARKET	CHAVEZ GUADALUPE & MARIA ANGEL	7TH AVE	93634	013-071-023-000	2,996.22	3,612.44
1932482	CHIMA, JAGUIT S	CHIMA JAGUIT S	7TH AVE	93642	013-082-033-000	41.62	205.49
1950807	ZUNIGA, ESTHER	BARBERA VALENTIN ZUNIGA & ARAG	7TH AVE	93677	013-130-009-000	328.99	500.93
1986017	HUGHES, TIFFANY	GIBBS, JONATHAN P	7TH AVE	93688	013-130-053-000	80.55	246.21
2020055	GONZALEZ, PRECILIANO	ROSE MELVIN H & REBECCA	8TH AVE	93351	013-170-010-000	492.87	748.42
229623	ROSE, VIRGIE	AMAYA ALMA	8TH AVE	93359	013-170-014-000	324.31	496.11
464974	AMAYA, ALMA	MUNDEE WILLIAM & DOROTHY	8TH AVE	93385	013-180-007-000	331.81	503.85
883645	MUNDEE, WILLIAM & DOROTHY	MUNDEE RHONDA L	8TH AVE	93390	013-140-024-000	324.31	496.11
954834	MUNDEE, WILLIAM & DOROTHY	MUNDEE WILLIAM & DOROTHY	8TH AVE	93394	013-180-007-000	324.31	496.11
1485895	RAMIREZ, MARTHA	RAMIREZ SANTIAGO	8TH AVE	93493	013-190-006-000	331.81	503.85
1485903	RAMIREZ, MARTHA	RAMIREZ SANTIAGO	8TH AVE	93494	013-190-006-000	243.70	413.08
1496652	FORGAYS, MARTHA	FORGAYS MARTHA A	8TH AVE	93495	013-120-015-000	82.78	247.29
1554583	THOMAS, MILDRED	NEILSON GARY	8TH AVE	93508	013-190-058-000	331.80	503.84
1913003	PHIENENANH, SANDY	SARUMI GEOLAHAN	8TH AVE	93624	013-180-016-000	162.01	328.91
1994201	FREDDING, DALE	BAINS KARMEDEEP S	8TH AVE	93682	013-130-046-000	162.01	328.91
2025740	SHACKLEFORD, WES	WS & RB LLC	8TH AVE	93683	013-130-046-000	162.01	328.91
2025757	SHACKLEFORD, WES	WS & RB LLC	8TH AVE	93683	013-130-046-000	162.01	328.91
293928	BRANHAM, SHARON	NEWELL RENEE	9TH AVE	93406	013-170-033-000	331.58	503.60
1008612	HILL, DELOREZ	HILL DELOREZ A	9TH AVE	93450	013-220-004-000	49.97	162.74
1159367	BROWN, LENNA	HENRY VERNIA M	9TH AVE	93451	013-201-039-000	334.56	506.68
1176874	OBREGON, CHRIS	OBREGON JOSE J & CHRISANDRA A	9TH AVE	93464	013-190-042-000	116.60	283.40
1285121	MITCHELL, MICHAEL	MITCHELL MICHAEL E	9TH AVE	93476	013-170-025-000	129.82	242.63
1370859	DAVIS-WHITLEY, KIMBERLY	DAVIS GLENN D & SUSAN G	9TH AVE	93610	013-212-003-000	331.81	503.85
1882802	KHAN, MOHAMMAD	KHAN MOHAMMAD A	9TH AVE	93610	013-212-003-000	331.81	503.85

Cust #	Customer Name	Owner Name	Service Address	Parcel #	Lien Amt	Curr Bal
1913219	MARQUEZ DANIEL	OSTROY SUSAN H	1911 9TH AVE	013-190-077-000	124.73	369.15
2048163	MYERS, RUTH	MARTINEZ JUAN & MERCEDES	1692 8TH AVE	013-220-002-000	60.38	62.18
2060697	HARDING, KELSEY	WASGENER DAVID L & JACQUELINE	1602 9TH AVE	013-211-001-000	240.65	488.96
TOTAL				TOTAL	276,336.57	

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Michael Kinnison, M.D., Interim Health Officer
Health & Human Services Dept.

Jennifer Vasquez, Interim Director
Health & Human Services Department

DATE: July 22, 2014

SUBJECT: Program Agreement with California Department of Public Health
(CDPH) California Epidemiologic Investigation Service (Cal-EIS)

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Program Agreement between Yuba County, on behalf of its Health and Human Services Department and California Department of Public Health (CDPH) in the amount of \$43,000.00 for the term of August 1, 2014, through July 31, 2015, and further, authorize the Chair of the Board to execute.

BACKGROUND: The California Epidemiologic Investigation Service (Cal-EIS) program was established in 1989 in response to the California Conference of Local Health Officers' need to employ qualified epidemiologists in California's health departments. Cal-EIS is a one or two-year program for epidemiologists who have recently graduated from a Master's degree program to gain hands-on experience working with an epidemiologist preceptor. Documents and amendments as required by the program have been reviewed by Human Resources and County Counsel.

DISCUSSION: Cal-EIS will assign a Fellow to supply direct epidemiologic services to the Health & Human Services Department. The assigned Fellow will work on designated projects with the Public Health epidemiologist under the direction of the Health Officer.

COMMITTEE: The Human Services Committee was by-passed due to time constraints.

FISCAL IMPACT: The costs for these services will be funded through Public Health Realignment funding.

PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the _____ day of _____, 2014, by and between the California Department of Public Health (hereinafter referred to as "CDPH") and Yuba County, a political subdivision of the State of California, on behalf of its Health and Human Services Department, Public Health Division (hereinafter referred to as "County"). CDPH and County are referred to herein individually as a "party" and, collectively, as the "parties."

1. Scope of Work

The parties agree to comply with the terms and conditions of Exhibit A" which sets forth the duties and responsibilities of the parties. Under this agreement, CDPH will provide a fellow ("Fellow") to supply direct epidemiologic services to the County, and County will provide training and work experience to the fellow.

2. Term

The term of this Agreement is August 1, 2014, or upon final approval of the Agreement, through July 31, 2015.

3. Cost of Services and Billing

The County agrees to reimburse CDPH an amount up to \$3,584.00 per month for the actual amounts paid by CDPH to the Cal-EIS fellow. The total amount payable under this Agreement shall not exceed \$43,000.00.

To obtain payment, CDPH shall submit an itemized invoice not more often than monthly, in duplicate to:

Radell Sharrock
Yuba County Health & Human Services Department
P.O. Box 2320
Marysville, CA 95901

4. Status of Fellow

It is expressly understood and agreed by CDPH and County that Fellow is being placed by CDPH with County for the purpose of gaining work experience. Fellow will not be considered an employee of County for any purpose, including, but not limited to, eligibility to receive compensation for services and employee benefits. At any time, County may enter into an employment relationship with Fellow. However, if County and Fellow decide to enter into an employment relationship, CDPH will not be a party to the employment relationship and CDPH will have no role whatsoever in the relationship. The County shall notify CDPH 30 days prior to entering into an employment relationship with the Fellow.

5. Responsibilities of CDPH

- A. CDPH will notify Fellow that he/she is responsible for:
- 1) Reporting to County on time and conforming to County's policies, rules, and regulations.
 - 2) Performing the work according to generally accepted professional practices and standards, and the requirements of applicable federal, state and local laws.
 - 3) Arranging his/her own transportation.
- B. County may request that CDPH withdraw Fellow if Fellow is not performing satisfactorily, or refuses to adhere to the provisions of this Agreement. Such request must be in writing and must include all reasons for the request to withdraw the Fellow. CDPH will withdraw the Fellow within five (5) days receipt of the request. This Agreement will terminate effective the date of the withdrawal of the Fellow.

6. Termination

- A. This Agreement may be terminated by either party, with or without cause, upon 30 days written notice.
- B. If Fellow and County enter into an employment relationship pursuant to Paragraph 4 above, this Agreement will terminate effective the date of employment of the Fellow with the County.

7. Agreement Representatives

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

California Dept of Public Health
Karen Ramstrom, DO, MSPH
Telephone: (916) 552-9968
Fax: (916) 552-9994

Direct all inquiries and notices to:

California Dept of Public Health
Jami Chan
Administrative Coordinator
CDCB/Program Development Section
P.O. Box 997377, MS 7213
Sacramento, CA 95899-7377

County
Michael Kinnison, M.D.
Interim Health Officer
Telephone: (530) 749-6379
Fax: (530) 749-6397

County
Jennifer Vasquez
Interim Director
Yuba County Health & Human
Services Department
P.O. Box 2320
Marysville, CA 95901

Telephone: (916) 552-9929
Fax: (916) 552-9994

Telephone: (530) 749-6380
Fax: (530) 749-6397

- B. 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.

8. Mutual Indemnification

- A. County and CDPH shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either County or CDPH.
- B. It is expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895 of the Government Code.

9. Ownership of Documents

- A. County shall be the owner of, and shall be entitled to, possession of any computations, plans, correspondence or other pertinent County data and information gathered by or computed by Fellow prior to termination of this Agreement for any reason.
- B. No material prepared with County data and information in connection with the Agreement shall be subject to copyright in the United States or in any other country.

10. County's Obligation Subject to Availability of Funds

- A. County's obligation under this Agreement is subject to the availability of authorized funds. County may terminate the Agreement, or any part of the Agreement work, without prejudice to any right or remedy of County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment, County may, upon written notice to CDPH, terminate this Agreement in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Agreement is terminated for non-appropriation:
- i. County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. CDPH shall be released from any obligation to provide further services pursuant to this Agreement that are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities

described in this Agreement. Should such an appropriation during the term of this Agreement not be approved, prior written notice shall be provided to CDPH and this Agreement will terminate at the close of the current Appropriation Year.

- D. This Agreement is void and unenforceable if all or part of federal or state funds applicable to this Agreement are not available to County. If applicable funding is reduced, County may either:
- (1) Cancel this Agreement; or,
 - (2) Offer a contract amendment reflecting the reduced funding.

11. CDPH's Obligation Subject to Availability of Funds

- 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, the CDPH shall have no liability to provide services or to furnish any other considerations under this Agreement and County 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, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an agreement amendment to County to reflect the reduced amount.

12. Changes and Amendments

Either party may request changes in the scope of services. 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.

13. Choice of Law

The parties have executed and delivered this Agreement in the County of Yuba, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Yuba County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

14. Execution in Counterparts

This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

15. Entire Agreement

This Agreement constitutes the entire agreement between County and CDPH. There are no terms, conditions or obligations made or entered into by the parties other than those contained herein.

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

YUBA COUNTY

CALIFORNIA DEPT. OF PUBLIC HEALTH

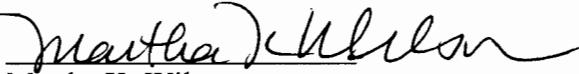
By: _____
_____ Chair
Yuba County Board of Supervisors

By: _____
Name, Title
Contract Management Unit

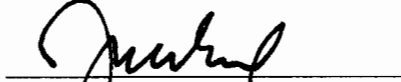
Date: _____

Date: _____

INSURANCE PROVISIONS APPROVED:


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:


Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:

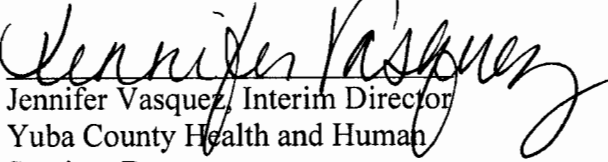

Jennifer Vasquez, Interim Director
Yuba County Health and Human
Services Department

EXHIBIT A
SCOPE OF WORK

Contract Description:

The California Department of Public Health (CDPH) will coordinate the training of one California Investigation Service (Cal-EIS) Fellow who will provide direct epidemiologic services to County.

Responsibilities of Fellow:

The Fellow will perform epidemiologic services at Yuba County Public Health facilities during normal County working hours, Monday through Friday, excluding county observed holidays.

The Fellow's activities will include the following:

1. Assist in improving the collection and analysis of health related information and other community health data to address the health needs and health status of the general population.
 2. Conduct surveillance activities and investigations for public health problems pertinent to Yuba County populations.
 3. Analyze data from epidemiologic investigations and studies.
 4. Assist in developing evidence-based interventions in response to epidemiologic findings.
 5. Assist in evaluation of programs.
 6. Prepare written and oral reports and presentations that communicate necessary information to public health staff and community partners.
 7. Provide epidemiologic input for public health programs and public health planning processes.
 8. Participate in development of community partnerships to support epidemiologic investigations.
 9. Under the supervision of the Health Officer, the Fellow will act as a principal investigator and complete a major epidemiological study.
 10. As the need arises during the course of the Fellow's tenure at the County, the Fellow will assist with field epidemiologic needs in response to unforeseen outbreaks of communicable diseases or other public health emergencies.
-

Responsibilities of County:

1. Provide a qualified on-site Preceptor for the Fellow. The preceptor will provide assistance in planning the field experience, supervision, professional guidance and evaluation during training.
2. Meet the educational objective of providing a supervised experience in the application of public health and biostatistics/epidemiology principles and practice. The experience will be broad enough in scope to assure an appreciation of the ability to cope with a range of epidemiologic problems.
3. Meet semi-annually with Cal-EIS program staff and fellow to discuss the educational progress and performance of the Fellow.
4. Allow Fellow to act as a principal investigator to complete a major epidemiological study.
5. Ensure that the Fellow understands that he/she will not replace nor serve in lieu of local staff.

6. Allow Fellow to be called upon on short notice to perform investigations, under authority of CDPH, for public health emergencies.
 7. Require Fellow to conform to County's policies, rules, and regulations during the term of the agreement.
 8. When requested, evaluate the fellow's performance and report to CDPH on a form provided by CDPH.
-

Performance Measures:

The performance of the Fellow will be evaluated on a semi-annual basis by the on-site preceptor provided by County in conjunction with CDPH's Cal-EIS Program staff. The Fellow will be responsible for submitting a monthly activity report to the on-site preceptor and to the Cal-EIS Program staff, discussing progress towards competencies as outlined in the Cal-EIS Program. The Fellow's on-site preceptor will provide a formal written evaluation to the Cal-EIS program director in the middle of the year and at year-end. Upon completion of the epidemiologic study the Fellow will present the findings of the study to the Yuba County Public Health Division leadership.

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



306-14

Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Michael Kinnison, M.D., Interim Health Officer
Health & Human Services Department *MSK*

Jennifer Vasquez, Interim Director
Health & Human Services Department

DATE: July 22, 2014

SUBJECT: Employee Wellness Program

RECOMMENDATION: The Health and Human Services Department, Public Health Division, recommends the implementation of a County Employee Wellness Program for Fiscal Year (FY) 2014-15.

BACKGROUND: In the summary of the Board of Supervisors' Strategic Planning workshop dated February 11, 2014, the Board directed that there was a need to "focus on the health of our employees and take steps necessary to support programs that increase awareness of personal health and also encourage healthier lifestyles." Additionally a Health Workshop was held with the Board of Supervisors on June 17, 2014, which included this Program.

DISCUSSION: A comprehensive Wellness program has been developed by the Public Health Division in collaboration with Human Resources and Organizational Services to offer our employees a strong program to increase health and wellness. The key concept of the program is to attack the three health behaviors that affect health outcomes, i.e. (1) inactivity, (2) poor nutrition and obesity, and (3) tobacco use. The program will also provide a strong mental health emphasis. These behaviors will be modified by using education, self-directed programs, county wide competition, club participation, peer involvement and recognition as motivating factors. As the program involves all county departments, we are requesting volunteers from each department, at least one per 50 employees, to help in the day to day activities of the program. We request approval of up to four hours per month of county paid time for these volunteers to work with the Public Health Division on the Wellness program. We are also requesting approval of a 15 minute county paid time period at noon for employees to get to and from monthly educational meetings. The program will be web-based on a dedicated site. Our planned kick-off event will be September 26, 2014, at the Employee Recognition picnic.

Our Public Health Epidemiologist will monitor the trial basis for participation and perceived health awareness. Impact of the Wellness program based on this monitoring will be provided during the FY2015-16 budget preparation so the Board of Supervisors can determine if the Employee Wellness program should continue.

COMMITTEE: Committee was by-passed as the Wellness program was presented on June 17, 2014, during the Board of Supervisors' Health Workshop.

FISCAL IMPACT: A line item budget is attached. It is well recognized and documented in other government agencies and in private businesses that an effective Wellness program saves the organization money. The return in increased morale, productivity, reducing absenteeism, decrease in employee turn-over, reduction of worker's compensation cases and health costs all combine to more than offset the costs of this program.

Yuba County Employee Wellness Program

FY 2014-15 Proposed Budget

17-00	Maintenance/Equipment	Cardio Check Plus	\$450
22-00	Office Expense	Banner	\$350
		News letter/Flyer Printing	\$8,000
		Office Supplies	\$500
			\$8,850
23-00	Professional Services	WIX Web Site	\$300
		Domain Fee	\$200
			\$500
28-00	Special Dept Expense	A1C (20 tests per unit)	\$3,800
		Test Controls	\$405
		Lancets, Capillary Tubes/Plungers,	\$290
		eGLU Test Strips	\$320
		Med Supplies (gloves, alcohol wipes)	\$340
		Cardio Check Plus	\$1,365
		Analyzer Printer	\$468
		Hard Case	\$150
		Water Dispensers	\$310
		Cooking Stations	\$6,600
		Cooking Tools	\$500
		Food/Snacks (Cooking classes)	\$3,000
		Water/Ice (Events)	\$600
		Fruit (Events)	\$1,800
		Promotional Items (Events)	\$4,000
		Behavior Modifiers	\$1,500
		Team Shirts/Items	\$7,252
		Team Registration	\$7,500
			\$40,200
	Total		\$50,000

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

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**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

From: Michael Kinnison, M.D., Interim Health Officer
Public Health Division *MSK*

Date: July 22, 2014

Subject: Employee Wellness Program Overview

As the Yuba County Interim Health Officer, one of my employment goals is to implement a County Employee Wellness Program. An overview of how this goal will be implemented is as follows.

The Yuba County Employee Wellness Program will take formation through several critical steps. Each step lays the foundation for capacity in which the program will operate and include a meaningful introduction to county employees. The top priority is employee health therefore, ensuring easy access to resources is essential to the program's effectiveness.

An Employee Wellness Program Interest Survey was e-mailed to all County employees the first of June 2014. The results of the survey are attached. The employee responses will assist in developing an Employee Wellness Program geared toward the health needs and physical activity preference of our employees.

The Yuba County Employee Wellness Program website will be the program's main resource and communication center. This website will be accessible to the employee at work or home so as to provide an opportunity for spousal and family inclusion. The website will provide a platform for quick and easy access to current and upcoming events including access to the monthly electronic newsletter. It will also include the ability to see current and upcoming employee challenges, provide details on how to participate, and the ability to track physical activity and diet for the challenges. A proposed wellness challenge/activity plan for FY 2014-15 is attached.

Inclusive participatory planning will guide the Wellness Program by means of a Wellness Program Committee. The committee will consist of management and line staff that have volunteered due to their interest for a healthy lifestyle, ability to champion, and commitment level. The ideal committee size is one committee member per 50 employees, so our ideal committee size is 20 committee members. The committee will meet monthly so Board approval is requested for up to four (4) hours of County paid time for committee members to allow for planning, dissemination of information, and other activities surrounding wellness.

The Wellness Program Committee will be tasked with organizing the launch of the Employee Wellness Program at the Yuba County Employee Recognition BBQ on September 26, 2014. The BBQ standard food and drink offerings will have a healthy option (fruit, veggies and Rethink Your Drink). The first employee challenge will be announced, the Wellness website will be introduced, and the schedule of the brown bag lunches will be provided, during this kickoff event. Board approval is requested for 15 minutes of County paid travel time for employees to attend the brown bag lunches that are not located at the employee's work site.

The Employee Wellness Program will conduct periodic employee health screenings to test cholesterol, blood glucose, and blood pressure. The health screenings are strictly voluntary. The medical results are only for the employee, no medical results will be recorded. The screenings take an estimated 15 minutes, therefore Board approval is requested for County paid time to allow employees to participate.

For a successful Employee Wellness Program, employee participation is crucial. As an incentive to participate, the Wellness Program will provide promotional items at events and award behavior modifiers for wellness successes. The Wellness Program will pay for team registrations and provide team shirts or other items to encourage and reward employees that participate in a physical activity.

Private businesses and other government agencies have documented that an effective Employee Wellness Program has improved employee health and been a cost saving program for the organization. The County does not readily have employee health data to use to document the success of the program. The Wellness Committee, with the assistance of the Epidemiologist, will evaluate available tools to rate the success of the Wellness Program. The Board of Supervisors will be provided a Wellness Program report in March 2015 to use to determine the Wellness Program's status for FY 2015-16.

Question 1:

Would you participate in a Yuba County Wellness Program?

Answer Options	Response Percent	Response Count
Yes	92.4%	208
No	7.6%	17
<i>answered question</i>		225
<i>skipped question</i>		4

Question 2:

Do you think that good nutrition and regular physical activity can contribute to better productivity at work?

Answer Options	Response Percent	Response Count
Yes	95.2%	218
No	0.4%	1
Don't Know	4.4%	10
<i>answered question</i>		229
<i>skipped question</i>		0

Question 3:

Using the scale below, please rate how interested you are in each wellness topic. Which of the following would you like to know more about? (Select one per topic please)

Answer Options	Not Interested	Slightly Interested	Neutral	Interested	Very Interested	Response Count
Exercise/Fitness	9	2	19	90	105	225
Healthy Eating	10	4	10	91	110	225
Weight Management	15	4	19	85	99	222
Smoking Cessation	156	3	40	7	11	217
Sleep Hygiene (Improvement methods for sleeping	40	21	36	64	62	223
Women's Health	40	9	30	79	66	224
Men's Health	50	10	46	63	47	216
Stress Management	18	7	33	87	81	226
Emotional Wellness	19	10	33	84	76	222
Other (please specify)						17
<i>answered question</i>						227
<i>skipped question</i>						2

Question 4:

How likely are you to participate in the following if provided through the Yuba County Wellness Program? (Select one per topic please)

Answer Options	Not at all likely	Slightly likely	Neutral	Likely	Very likely	Response Count
Employee wellness challenge	24	19	34	85	62	224
Health Screening	29	16	25	86	67	223
Single-session workshop	23	20	45	88	48	224
Community Walk/Run Event	33	26	48	73	44	224
Multi-week group sessions	49	37	65	49	20	220
Challenge tracking physical activity	29	21	37	90	45	222
Challenge tracking eating habits	29	24	38	90	42	223
Other (please specify)						13
<i>answered question</i>						227
<i>skipped question</i>						2

Question 5:

What kind of group might you participate with if you knew others shared your interest?(Select all that apply)

Answer Options	Response Percent	Response Count
Walking	67.0%	150
Stretching	37.9%	85
Meditation	24.6%	55
Nutrition	54.9%	123
Cooking	46.4%	104
Running	21.9%	49
Biking	30.4%	68
Hiking	37.1%	83
Basketball	10.7%	24
Not interested	7.1%	16
Volleyball	16.5%	37
Weight loss	51.3%	115
Resistance training	37.5%	84
Yoga	28.6%	64
Other (please specify)		27
<i>answered question</i>		224
<i>skipped question</i>		5

Question 6:

How long should this wellness activity last? (Please select one)

Answer Options	Response Percent	Response Count
Less than 15 minutes	3.8%	8
15 minutes	7.1%	15
30 minutes	50.2%	106
45 minutes	19.4%	41
60 minutes	19.4%	41
Other (please specify)		25
<i>answered question</i>		211
<i>skipped question</i>		18

Question 7:

Would you be inclined to participate in teams for recreation outside of work?

Answer Options	Response Percent	Response Count
Yes	63.2%	139
No	36.8%	81
<i>answered question</i>		220
<i>skipped question</i>		9

Question 8:

If yes, what types of teams are you interested in joining? (Select all that apply)

Answer Options	Response Percent	Response Count
Softball	45.0%	67
Bowling	34.9%	52
Running	28.2%	42
Hiking	49.7%	74
Bicycling	42.3%	63
Walking	66.4%	99
Other (please specify)		27
<i>answered question</i>		149
<i>skipped question</i>		80

Question 9:

If the wellness committee wanted to get out information about their activities, news, and/or tips about healthy lifestyle choices, what would be

Answer Options	Response Percent	Response Count
Online through a dedicated employee wellness	87.8%	194
Printed materials	36.7%	81
A dedicated bulletin board	32.6%	72
Discussion at staff meetings	26.7%	59
<i>answered question</i>		221
<i>skipped question</i>		8

	County		Nat'l Theme	Community Event	Deliverable	Education		Challenge	Team
	Month	Wellness Theme				Dimension	Activity		
Pre-quarter planning	June								
	July				Committee Formation				
	August				Wellness Website Launch				
1 st Quarter	September	Fall Back Into a Fit You	September: Fruit and Veggies More Matters Month		Kickoff Health Fair	BBL-Nutrition Smoking Cessation Classes 1 st quarterly Newsletter-Intro, schedule, guest articles	Physical Challenge: Pledge to Walk Diet Challenge: How many unhealthy choices-trade 50% Alternate: Walking Challenge Advanced option: Biggest Loser competition	Walking Team formation and sign-ups for quarterly challenge	
	October		Breast Cancer Awareness Month	Fun Walk/Run-Shady Creek		BBL-Women's Health -Sleep Health Website Recipes: Healthy Harvest Recipe Submission	1 st quarter challenges continue	Walking Team-Shady Creek Fun Run/Walk	

2 nd Quarter	November		American Diabetes Month		Health Screenings/Flu Shots	BBL-Lifestyle changes for Diabetes Prevention Web: Diabetes prevention focus	1 st quarter challenge wrap-up and winners announced	
	December	Winter Weight Watch	Safe Toys and Gifts Month			BBL-Stress Management, Making the most of your holidays on a tight budget 2 nd Quarter Newsletter theme-Holiday Struggles and Keeping the Mind and Body Healthy Web-More Healthy Holiday Recipes	Physical Challenge- Don't Hibernatel – Indoor exercise classes Diet Challenge- Healthy Through the Holidays: Pick 3 Healthy Substitutes and Live Them Alternate: 10-minutes a day challenge	
	January		Cervical Cancer Awareness Month			BBL-New Year's Resolution Kickoff and Tips for Success, Cancer prevention screening	2 nd Quarter Challenges continue	Bicycling Team formation

3 rd Quarter	February		American Heart Month	FRHG-Bless Your Heart Walk	Healthy Vending	Web-Comfort foods made healthy BBL-Heart Health, Heart Healthy cooking classes Web-Heart Healthy Recipes	2 nd challenge wrap-up and winners announced	Walking Team—Bless Your Heart Event Hiking Team formation Softball Team sign-ups
	March	Spring Into Health	Nat'l Nutrition Month		Employee Satisfaction Survey	BBL-Nutrition and Incorporating New Foods, What to plant in your garden, Specialist speaker 3 rd quarter newsletter- When, why, what: Information about check-ups, Spring fever-dietary changes, protect your skin, mental health awareness	PC- Spring Into Health: Jumping Jack Challenge DC-Just Say No! Sugar Free for 10 Alternative-Walking Challenge Advanced Option: Round 2 of the Biggest Loser	Softball Team?

[illegible]

Yuba County Employee Wellness Program Data and Reporting Section of Staff Report

The Yuba County Employee Wellness Program will be assessed for the FY 14-15 reporting period by March 2015. This assessment will be included in a report to the Board of Supervisors to aid in their assessment of the wellness program's trial period. A more comprehensive report will be prepared by June 30, 2015 which will include additional data gathered in May and June 2015 (including the Wellness Program Interest Survey in June 2015, etc.). Comparisons of improvements in wellness survey participation, website usage, participation in wellness program activities, and (to the extent that data is available) cost savings will be compared by year in order to measure improvements in health and wellness.

Wellness Program Interest Survey (June 2014 and June 2015). The percentage of employees participating in the survey will be assessed. Interest in the wellness program should increase over the course of the year. Assessments will include the perceived effectiveness of a wellness program in increasing productivity and the desire to participate in wellness program activities. The level of interest in different types of workshops, challenges, screenings, physical activity tracking, eating habit tracking, etc. will also be measured.

Wellness Website (ongoing) Wellness website usage (in terms of the number of times the site is accessed and the amount that the site is used should increase over the year and will be assessed.

Wellness Program Activities (assessed in June 2015): Health Screenings: Tests to measure cholesterol will be conducted in order to assess heart attack risks and to notify individuals of high or very high heart attack risk to seek further testing and treatment. Potential savings due to early detection of their elevated heart attack risk will be estimated. Average cholesterol levels will also be calculated for comparison purposes. Blood glucose (sugar) and A1c tests (an indicator of blood sugar over the past 2-3 months) will be conducted. These will be used as screening tests to help those who should seek further testing and may need diabetic medications to control the person's blood glucose levels. Average blood glucose across all screening participants will be calculated and the number of persons with an elevated blood glucose level will be calculated. Results will be used to assess diabetes risks and potential savings of notifying individuals of high or very high diabetes risk before they suffer from complications of diabetes. Single-session workshops will be assessed for total attendance and via ratings from satisfaction surveys. Community Walk/Run Events will be assessed via employee attendance and overall attendance counts, total miles walked/ran, an estimate of calories burned on average and total calories burned by all employee attendees. Multi-week group sessions will be assessed by measuring attendance of any sessions, attendance of all the sessions and the number of sessions attended per participant. Challenges tracking physical activity assessment will depend on the activity, but an estimate of the number of calories burned, on average will be calculated based on the typical number of calories burned per hour of the activity. Challenges tracking eating habits will be assessed via self-reported servings of vegetables per day (average), servings of sugary drinks per week (average), etc. from participants. For those willing to provide data, an estimate of weight loss by participants and total weight lost by wellness program participants will be assessed since it would be a good motivational and encouragement tool.

Cost and Productivity Savings: If data is made available, average absenteeism will be tracked and employee turnover will be tracked. Other productivity measures will be tracked as data is made available.



SUTTER-YUBA MENTAL HEALTH SERVICES

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307-14


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STAFF REPORT

DATE: July 22, 2014

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director of Human Services for Mental Health 

SUBJECT: Dissolve the Mental Health and the Substance Abuse Advisory Boards and merge into a combined Behavioral Health Advisory Board, integrate selected duties of the Mental Health and Substance Abuse Advisory Boards into the newly formed and named Behavioral Health Advisory Board, approve Behavioral Health Advisory Board's Bylaws, and adopt Resolution outlining these actions

Recommendation: It is recommended that the Board dissolve the Mental Health and the Substance Abuse Advisory Boards and merge into a combined Behavioral Health Advisory Board and integrate selected duties of the Mental Health and Substance Abuse Advisory Boards into the newly formed and named Behavioral Health Advisory Board. It is also recommended that the Board approve the Behavioral Health Advisory Board's Bylaws and adopt Resolution outlining these actions.

Background & Discussion: Over the past few months, staff has been working with the membership of the Mental Health Advisory Board and the Substance Abuse Advisory Board to determine if there would be efficiencies and benefits to a singular advisory body. As other counties have begun to consolidate advisory bodies to reflect the merging of substance use and mental health programs, the idea was presented for discussion to both local boards. Efficiencies discussed include the reduction of staff time in attending and supporting meetings, and greater communication between community members with shared interests and staff who conduct operations.

Both the Mental Health Advisory Board and the Substance Abuse Advisory Board voiced their opinions and provided input as to how a combined-focus Board would best serve the Counties. On May 1, 2014, the members of the Substance Abuse Advisory Board agreed by consensus to support the move. On June 5, 2014, the Mental Health Advisory Board voted to disband and create a new Behavioral Health Advisory Board. The bylaws of both Boards have been combined for the new Board.

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

California's Welfare and Institutions Code Sections 5604 et seq., establishes a mandate for each County to have a mental health board, inclusive of "consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services." Because of this statute, the membership of the Behavioral Health Advisory Board will be the same as the Mental Health Advisory Board. All members of the two previous Boards have resigned and must submit letters of interest by July 30, 2014 to be considered for the new Board. The Substance Abuse Advisory Board, authorized and appointed by the Board of Supervisors as per the State's Health and Safety Code Section 11805, does not include such a mandate.

The newly formed Behavioral Health Advisory Board will have 12 members.

Past Consideration of the Board: This item has not been considered previously.

Alternatives: There is no other viable option at this time.

Other Department or Agency Involvement: Sutter County Counsel has worked extensively with staff to create the Behavioral Health Advisory Board's bylaws. This item will also be considered by the Sutter County Board of Supervisors at their July 8 Board meeting.

Action Following Approval: The Behavioral Health Advisory Board will be formed and start meeting in September 2014.

Fiscal Impact: There is no impact on the County General Fund. There is minimal staff costs associated with this reorganization.

Standing Committee Review: This item was reviewed by the Health Committee at their July 1, 2014 meeting.

Attachments or Document Enclosures:

Resolution

Behavioral Health Advisory Board Bylaws

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SUTTER-YUBA BEHAVIORAL HEALTH ADVISORY BOARD

BYLAWS

ARTICLE I

NAME

The name of this board shall be the Sutter-Yuba Behavioral Health Board, hereinafter referred to as the BHAB.111

ARTICLE II

PURPOSE AND AUTHORITY

The BHAB shall be designated as the board to serve as the mental health board as authorized by the California Legislature in Section 5604 of the Welfare and Institutions Code as amended by AB 14 (Bronzan, Ch. 1374, Stats. of 1992). The purpose and authority of this BHAB is established in sections 5604.2 and 5608(c). The BHAB shall also serve as the Substance Abuse Advisory Board as authorized under Section 11805 of the Health and Safety Code. The local behavioral health board shall do the following:

A. Review and evaluate the community's needs, services, facilities and special problems in relation to mental health and substance abuse in order to provide more effective programs for the benefit of all residents of Sutter and Yuba counties.

B. Review any county agreements entered into pursuant to Section 5650 (relates to the annual county mental health services performance contract that is submitted to the State Department of Mental Health).

C. Advise the Board of Supervisors and the local Mental Health Director, in writing, as to all aspects of the local mental health and substance abuse programs, available services and unmet needs.

D. Review and approve the procedures used to ensure citizen and professional involvement in all stages of the planning process.

E. Submit an annual report by June 30 of each year to the Boards of Supervisors of Yuba and Sutter counties outlining and evaluating the performance of local substance abuse and mental health programs, other available services, and unmet needs within our community

F. Review and make recommendations on applicants for the appointment of a local Director of Mental Health services. The BHAB shall be included in the selection process prior to the vote of the Board of Supervisors.

G. Additional duties or authority transferred by the Board of Supervisors to the BHAB.

H. It is the intent of the Legislature that the BHAB assess the impact of the realignment of services from the state to the county, on services delivered to clients, and on the local community.

I. Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.

J. Welfare and Institutes Code §5608(c) state that the local Director of Mental Health services shall recommend to the Board of Supervisors, after consultation with the advisory board, the provision of services, establishment of facilities, contracting for services or facilities, and other matters necessary or desirable in accomplishing the purposes of this division.

ARTICLE III

DEFINITIONS

A. "Consumers" are persons who are receiving or have received services for a mental disorder from a county mental health service or any of its contract agencies, a state hospital, or any public or private nonprofit mental health agency.

B. "Mental disorders" are schizophrenia and major affective disorders which include bipolar and depression. Mental disorders are severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time.

C. "Mental disorders" in children and adolescents are those diagnosed disorders that are persistent and affect several areas of the life and

the young person. Such disorders may be classified as: Mood disorders, tic disorders, anxiety disorders, schizophrenia, disruptive behavior disorders, etc. In many children and adolescents, the disorders vary in age on onset, types of symptoms, and level of impairment. The disorders are not mutually exclusive, and many children and adolescents may have indicators of several types of disorders including substance abuse and developmental disability.

D. "Mental health service" is any service directed toward early intervention in, or alleviation or prevention of a mental disorder, including diagnosis, evaluation, treatment, day care, special living arrangements, community skill training, sheltered employment, case management and community services.

E. "Mental health agency" is an establishment engaged in providing mental health services.

ARTICLE IV

MEMBERSHIP

A. The BHAB shall consist of twelve (12) members. The membership must include two county supervisors (one from Yuba County and one from Sutter County), three consumers and three family members of consumers. The remaining four members may be general members of the public, consumers, or family members.

B. There shall be an equal number of appointees by each County Board of Supervisors. The Boards of Supervisors are encouraged to appoint individuals who have experience and knowledge of the mental health system and substance abuse issues. The BHAB membership should reflect the ethnic diversity of the client population in the two counties and should represent the demographics of the counties as a whole, to the extent feasible. The BHAB shall review applications for membership to the BHAB and make recommendations to the appropriate county Board of Supervisors.

C. No member of the BHAB or his or her spouse shall be a full-time or part-time county employee of a county mental health service, or an employee of the Department of Health Care Services, or an employee of, or a paid member of the governing body of a Bronzan-McCorquodale contract agency.

D. The term of each member of the BHAB shall be three years with the exception that the Boards of Supervisors shall equitably stagger the appointments so that approximately one-third of the appointments expire in each year.

E. If it is not possible to secure membership as specified among persons who reside in the counties, the Board of Supervisors may substitute representatives of the public interested in mental health or substance abuse who are not full-time or part-time employees of the county mental health service, the Department of Health Care Services, or on the staff of, or a paid member of the governing body of a Bronzan-McCorquodale contract agency.

F. Members of the BHAB shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

G. BHAB members are to notify the secretary at least twenty-four (24) hours in advance of a meeting in order to have an excused absence. After three (3) absences of a BHAB member during a fiscal year, the Executive Committee shall review the reasons for the absences, report to the BHAB, and may notify the Board of Supervisors of the absences. Three or more absences from the regular meetings may be cause for removal from the BHAB.

H. Notices of vacancies and expirations of appointments shall be posted and advertised to conform to Government Code § 54972-54974.

ARTICLE V

MEETINGS

A. All meetings of the BHAB shall be subject to the provisions of Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code relating to meetings of local agencies (Brown Act). All members of the public are encouraged to attend meetings of the BHAB for their information and input into the process.

B. Meetings of the BHAB shall be held monthly at 5:30 p.m. If the regular meeting dates falls on a legal holiday, that meeting may be held on a date selected at the regular meeting preceding the holiday. The BHAB shall have not less than ten (10) meetings a year. Notification of meetings of place, date and time shall be rendered to the public through posting and newspaper publication at least five (5) days prior to the meeting, if possible.

C. Special meetings may be called, consistent with the Brown Act, by the chairperson or by a quorum of the BHAB. Notice of such special meeting shall conform with Government Code §54956 (Brown Act). Notification of meeting place, date and time shall be rendered to the public through posting and newspaper publication at least one (1) day prior to the meeting, if possible.

D. A quorum shall be defined as one person more than half of the appointed members. The definition of appointed members excludes

unfilled positions and those vacated by resignation or removal. A quorum shall be required for any BHAB action.

ARTICLE VI

OFFICERS

Section 1. Officers:

A. The officers of the BHAB shall be the chairperson, a vice chairperson and a secretary.

B. The officers shall be elected at the June meeting to serve for a term of one year beginning with the July meeting.

Section 2. Election:

A. During the April meeting, the chairperson shall appoint, with the approval of the membership, an Election Coordinator (EC). The Chair of the BHAB shall not serve nor act as the EC in this process.

B. The EC shall place in nomination any board member requesting to be placed in nomination for an elected office. The nomination period shall close at the end of the May meeting.

C. During the June meeting, the EC shall conduct an election in accordance with the Brown Act.

D. The officers elected at the June meeting shall take their respective offices at the July meeting.

Section 3. Election procedures:

1. Begin the nomination process at the April meeting by selection of an EC.
2. Board members desiring to be placed in nomination for an office shall contact the EC requesting to be placed on the ballot. The EC may make calls if no nominees come forward. Nominations will close at the end of the May meeting.
3. During the June meeting the EC shall conduct an election for officers (written ballot preferred). All nominees may stay in the meeting for the vote and be allowed to vote.
4. A board member must serve one (1) year on the BHAB before serving as an Officer.
5. Officers shall be limited to one term at a time, in each position; unless there are no other nominees, and then the term limit is waived.

Section 4. Duties:

A. The chairperson shall:

1. Preside at regular meetings of the BHAB and Executive Committee.
2. Establish the agenda for BHAB meetings. Any member wishing to recommend an item for the BHAB agenda shall contact the BHAB chair. The agenda will be distributed with requisite information material to each BHAB member not later than the weekend preceding the meeting at which there is to be discussion or action taken on the agenda item.
3. Establish committees and appoint members and with the approval of the membership, will carry on the responsibilities of the BHAB as needed. The chair shall be an ex-officio member of all committees.
4. Be in consultation with the local Mental Health Director.

B. The Vice Chair shall:

1. In the absence of the Chair, the Vice Chair will exercise all the responsibilities of the Chair as needed.
2. In agreement with the Chair will meet all responsibilities mutually agreed upon.

C. The Board Secretary will:

1. Keep a record of all meetings of the BHAB, a roll of its members and a copy of the formal reports and records of all committees and officers.
2. Reports to the Board of Supervisors at least quarterly any unfilled positions on the BHAB.

ARTICLE VII

COMMITTEES

A. The elected officers, the immediate past-chair and the chairs of any current special committee shall constitute the Executive Committee of the BHAB.

ARTICLE VIII

FINANCES

Section 5604.3 of the Welfare and Institutions Code as amended to read: "The Board of Supervisors may pay from any available funds the actual and necessary expenses of members of the BHAB of a community incurred incident to the performance of their official duties and functions. The expenses may include travel, lodging, child care, and meals for the members of an advisory board while on official business as approved by the director and the local mental health program.

ARTICLE XI

FISCAL YEAR

The fiscal year of the BHAB shall be from July 1 to June 30.

ARTICLE X

PARLIAMENTARY AUTHORITY

Except when state law or regulations, county ordinances, county counsel rulings, or these bylaws apply, procedures of the BHAB shall be governed by the current edition of the *Robert's Rules of Order Newly Revised*.

ARTICLE XI

AMENDMENTS

These bylaws may be amended by a majority vote of the members present, provided the amendments were submitted to the membership in writing prior to be voted upon.

CERTIFICATE OF SECRETARY

I, _____ hereby certify:

That I am the duly sworn and acting Board Secretary of the Sutter-Yuba Behavioral Health Board; and

That the foregoing bylaws comprising 8 pages constitute the original bylaws as amended and duly adopted at the meeting of the members of the Board held on,

IN WITNESS THEREOF, I have hereunder subscribed my name
this ____ day of _____, _____.

Secretary

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BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA, STATE OF CALIFORNIA

RESOLUTION TO DISSOLVE THE MENTAL)	
HEALTH AND SUBSTANCE ABUSE ADVISORY)	
BOARDS AND MERGE INTO A COMBINED)	RESOLUTION NO. _____
MENTAL HEALTH ADVISORY BOARD AND)	
INTEGRATE SELECTED DUTIES OF THE)	
MENTAL HEALTH AND SUBSTANCE ABUSE)	
ADVISORY BOARDS INTO THE NEWLY)	
FORMED AND NAMED BEHAVIORAL HEALTH)	
ADVISORY BOARD AND APPROVE THE)	
BYLAWS)	

WHEREAS, the Mental Health Advisory Board was established by the County Board of Supervisors pursuant to California Welfare and Institutions Code sections 5604 et seq., to establish mandates for representation and ensure advocacy for those individuals dealing with mental illness; and

WHEREAS, the Substance Abuse Advisory Board was established by the County Board of Supervisors pursuant to Health and Safety Code sections 11805 and 11752.1(e) to establish mandates for representation and ensure advocacy for those individuals dealing with substance abuse, use, or recovery issues; and

WHEREAS, the roles and duties of the Mental Health Advisory Board and Substance Abuse Advisory Board are complementary and duplicative; and

WHEREAS, the Mental Health Advisory Board and the Substance Abuse Advisory Board jointly recommend that the Board appointments be integrated together as the Board of Supervisors' representatives and become the core of a new board to be known as the Behavioral Health Advisory Board; and

WHEREAS, implementing this recommendation will consolidate the impact of Board appointments, increase the ability of community citizens to effect meaningful changes related to mental illness and/or substance abuse, use or recovery, bring broader community input into the decisions of the Behavioral Health Advisory Board and eliminate duplication of effort and gaps in oversight.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba, State of California, that the Board of Supervisors hereby dissolves the Mental Health and Substance Abuse Advisory Boards.

BE IT FURTHER RESOLVED AND ORDERED that a new Behavioral Health Advisory Board be created, which shall have 12 members of which at least one-half of the seated membership be consumers of the public mental health system or family members of consumers, the remaining members may be representatives of

the general public and the professions which are concerned with behavioral health. One member of the Board shall be a member of the Sutter County Board of Supervisors and one member of the Board shall be a member of the Yuba County Board of Supervisors. The term of each member shall be for three (3) years, ending June 30 of the appropriate year.

BE IT FURTHER RESOLVED that the Board of Supervisors recognizes and approves that selected functions and duties of the Mental Health Advisory Board and Substance Abuse Advisory Boards will be taken up by the Behavioral Health Advisory Board's Bylaws.

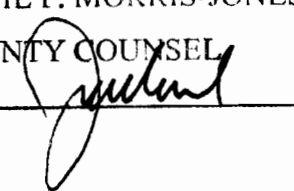
BE IT FURTHER RESOLVED that the Board of Supervisors extends its gratitude to the current and past members for their service to the County, and congratulates each Board for developing a recommendation that will further the aims of both groups and benefit the residents of Sutter and Yuba Counties.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, this 22nd day of July of 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

The County of Yuba



915 8TH STREET, STE 113
MARYSVILLE, CA 95901

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HUMAN RESOURCES and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
Martha Wilson, Human Resources Director *M. Wilson*

RE: Consideration of Labor Agreement between the County of Yuba and the Yuba County Employees' Association

DATE: July 22, 2014

RECOMMENDATION

It is recommended that the Board of Supervisors

1. Approve the attached Agreement between the County of Yuba and the Yuba County Employees' Association and authorize the Chair to sign, and
2. Approve the amendment to the Classification System-Basic Salary/Hourly Schedule in accordance with the approval of the differential pay adjustment for the Cook classification assigned to the Sheriff's Department.

BACKGROUND

The Master Labor Agreement between the County and the Yuba County Employees' Association (YCEA) terminated on June 30, 2014. Several months ago, the Board of Supervisors authorized staff to engage in discussions with YCEA representatives in order to negotiate a successor agreement.

The last fully negotiated contract with YCEA was in 2006. At that time, the County agreed to prepare an equity study and provided for salary increases each year of the contract.

Over the subsequent years, the County, along with the rest of the State and the country, endured one of the worst fiscal crises in history. During that time the County approached all employee associations and asked that contract benefits be delayed, certain provisions modified and some were ultimately extended. Absent negotiating a full agreement, amendments were made to achieve cost savings, including layoffs.

DISCUSSION

The primary focus of discussions for a new labor agreement was to present the fiscal challenges the County has faced over the last six fiscal years and the lingering impacts. The discussions focused on containing cost of business increases and overall fiscal health of the County. Three primary issues were addressed: 1) the ongoing increasing salary costs of longevity, 2) the impact of rising pension costs for the County, and 3) the rising costs of health insurance premiums.

After numerous discussions, the County and the YCEA have tentatively agreed to a new three year Master Labor Agreement (MLA) beginning July 1, 2014, and ending June 30, 2017. The following is a summary of the MLA.

Term of Contract: 3 Years. July 1, 2014, through June 30, 2017

Cost of Living Adjustment (COLA): COLAs are now linked to the longevity schedule. As a result, the County and YCEA agreed to a 3% COLA in the final year of the contract, however, the longevity increase of 1% that year will be factored into the calculation resulting in a 2% COLA that, when combined with the 1% longevity increase, will result in a total of a 3% pay increase.

Instead of COLA increases in the first two years of the MLA, the County will provide lump sum amounts of \$600 in August 2014 and \$500 in October 2015.

The County compiled equity information on all classifications. It is agreed that there will be market adjustments for those classifications which are at 5 - 10% under market in July of 2015 and 2016.

CalPERS Retirement Contribution: The goal of Pension Reform is to have employees and employers share in the costs of ongoing retirement contributions.

For the 2013/2014 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Classic members is 21.927% of PERSable payroll. Employees currently pay 7% of that cost and the County pays the remaining 14.927%. In the 2014/2015 fiscal year, the total charge will be 22.956%. Employees, Classic and New, will continue to pay 7% of this cost and the County will contribute a maximum of 15.956%.

Effective July 1, 2015, the County and the employees, both Classic and New, will share the increased employer pension costs equally with each paying 50% of the employer cost increase set by CalPERS for Fiscal Year 2015/2016 and Fiscal Year 2016/2017. Further adjustments to employee contributions will be negotiated in future years.

Health Insurance: The County currently pays 80% of the monthly health insurance premium for YCEA members who have one or more dependents and 100% for single coverage.

Effective July 1, 2014, the County will pay 70% of the monthly health insurance premium for YCEA members who have one or more dependents and 90% for single coverage.

Over the three year term of the contract, those employees who have alternate medical coverage and choose to opt out of County coverage for an "in lieu premium" will see an increase from \$150 per month this fiscal year to \$200 per month on January 1, 2015, and \$250 per month on January 1, 2016.

Other Contract Provisions: The County and YCEA were successful in negotiating other items in the MLA which will benefit both parties and the County as a whole. These include:

- **Health Care Committee:** Both parties agreed to proactively review alternative options by continuing to be active in the health care committee. The parties also agreed to reopen this contract in March 2015 to discuss alternatives to the current benefit provisions with the intent of providing a defined employer contribution for health, dental and vision benefits through a County cafeteria plan.
- **Life Insurance:** The County will increase YCEA employee life insurance coverage from \$20,000 to \$50,000 within 60 days of ratification.
- **Seniority** definition will now take into consideration time an employee did not receive compensation, was on donated catastrophic leave, or for any period of time while on unpaid disciplinary suspension.
- **Release time** will be given employees who have been invited to participate in County recruitment selection procedures.
- **Vacation Maximum Accrual** will accumulate to a maximum of 350 hours.
- **Differential and Standby Pay:** Bilingual pay of \$125 per month will be prorated for those beginning or ending service in the middle of a month and the Cook classification assigned to the Sheriff's Department will be normalized to a flat \$175 per month which is also subject to the proration discussed above. Standby pay will increase by \$5 in each of the first and last years of the contract resulting in an increase from \$15 to \$25 per night during the normal work week and from \$25 to \$35 during normal scheduled days off and holidays.
- **Voluntary Time Off** and **Voluntary Work Furlough** provisions will be maintained.
- **FMLA, use of Sick Leave, Recovery of SDI/PFL/WC Overpayment** practices and procedures are formalized and will continue.
- **Vacation Round-up:** 165 employees currently affected by an older adjustment prior to the current requirement to use of vacation in ¼ hour increments will have their accruals adjusted up to the nearest ¼ hour.

- **Boot Allowance** practices of CDSA will be formalized to provide those employees who are required to wear protective footwear a maximum reimbursement of \$300 every two years.

- **Bi-weekly pay:** If the County implements a bi-weekly pay period, YCEA will be given at least 90 days' notice.

- **Article 34 regarding Discipline and Article 35 regarding Grievances** are amended to include Reduction in Pay and Unpaid Administrative Leave as options in the disciplinary process. Additionally, conduct constituting a hostile work environment is included as a cause for discipline. Lastly, certain clean-up language was agreed upon for time frames and appeal processes.

- **Y-Rate** will no longer include ADA accommodations.

- **Overtime** computations will no longer include Sick Leave, CTO, or Floating Holidays when the overtime is planned or directed with 2 or more days notice.

- **Deferred Compensation:** In the final year of the contract, YCEA employees will be able to convert up to 40 hours of vacation to deferred compensation under certain circumstances and according to a strict time line in order for the costs to be incorporated in the budget process.

- **Sheriff's Department Uniform Allowance:** The annual uniform allowance will increase to \$660 for the Animal Care Services Officer. The allowance for all other personnel will be increased to \$660 per year in the event the Sheriff requires that a full uniform be worn on a regular basis.

- **Joint Labor Management Committee:** The parties agree that regular and open communication is vital to the establishment and continuation of an effective labor management relationship. Toward that end the parties agree to the establishment of a Joint Labor Management Committee whose purpose shall be to foster open good faith communications between the County and YCEA, to encourage dialogue regarding workplace issues and to attempt to resolve issues of mutual concern.

It is our expectation that the three year contract will provide for our dedicated employees to continue to serve the citizens of Yuba County as well as allowing us to successfully recruit individuals to a career with the County of Yuba. We would like to thank the YCEA leadership and their Exclusive Representative, Gary Stucky, for their tireless efforts and willingness to work with the County during difficult fiscal periods.

FISCAL IMPACT

The overall projected cost avoidance and combined savings over the term of this Agreement is \$700,000, split between the General Fund cost avoidance of \$300,000 and the Non-General Fund cost avoidance of \$400,000.

MASTER LABOR AGREEMENT

By and Between
The County of Yuba
And
Yuba County Employees' Association (YCEA)
Representing
Office/Clerical (#1), Crafts/Maintenance/Services (#2),
Technical (#3), Professional (#4) and Supervisory (#5)
Bargaining Units



July 1, 2014 – June 30, 2017

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PREAMBLE

This comprehensive Master Labor Agreement (hereinafter referred to as Agreement or MLA) is between the County of Yuba (hereinafter called the County) and Yuba County Employees Association, Local #1, (hereinafter called the Union or YCEA) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code section 3500, et seq.). This MLA is a consolidation of previous Memorandums of Understanding, and previously agreed upon mandatory subjects of bargaining found in the County's Merit Resolution and the County's Rules Governing Resolution.

The County and the Union met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to a Memorandum of Understanding for the period beginning July 1, 2014, and ending June 30, 2017.

Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 1 – DEFINITIONS

Section 1.01 Scope

Unless the context otherwise requires, the definitions herein set forth govern the construction of this Agreement.

Section 1.02 Definitions

Agency Shop means that an employee assigned to Bargaining Units Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) must either join the Union and pay membership dues OR pay a "fair share fee" in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union OR to qualify as a conscientious objector and pay the equivalent of membership dues to a non-union charity designated by the Union. Agency Shop does not apply to employees in the Supervisory Bargaining Unit (#5).

Appointing Authority means a person or group having lawful authority to appoint or remove persons from positions in County service.

Base Rate is defined as the entry level pay of a classification on the County Classification System-Basic Salary-Hourly Schedule (Base multiplied by the 1.0000 index rate).

Board means the Board of Supervisors of the County of Yuba.

Business Day means the standard operating hours of the County, typically Monday through Friday from 8 a.m. to 5 p.m.

Certification means the action by which persons on an eligible list are certified by the Human Resources Director to the appointing authority as eligible for appointment or promotion.

Class means a position or group of positions having duties and responsibilities sufficiently similar that:

the same title may be used,
the same qualifications may be required AND
the same schedule of compensation may be made to apply with equity.

Classified Service means all positions in the County service except elected officials, extra-help employees, and other positions specifically designated by the Board to be exempt from the classification plan.

Compensation means the salary, wage, allowances, benefits and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incidents of employment.

Compensable Time Off (CTO) means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

Day means a period of time between any midnight and the midnight following except in the Road and Garage Divisions of Public Works, Sheriff's Department, and the Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift. Unless otherwise specified, "day" means calendar day.

Demotion means a reduction in an employee's classification which results in a reduction in the employee's salary range, whether on a voluntary or involuntary basis.

Department Head means any elected or appointed person who has direct supervision and responsibility for personnel, records, funds, maintenance and services to be performed by a County department.

Displacement means the replacement of an employee in a position by another employee from a class at a substantially equal or higher salary level when said replacement is in lieu of lay-off for the displacing employee.

Eligible means a person who has successfully passed all examinations for a class and whose name is placed on an eligible list or maintained in an eligible name file.

Eligible List means a list of persons who have been examined in open or promotional competitive examinations and are eligible for certification in a specific class.

Employee means a person legally holding a position in the County service covered by this Agreement.

Extended Illness means an injury or illness which requires the absence from work of an employee for more than fifteen calendar days.

Extra-Help Employee means any employee who is employed for a period of short duration, not to exceed 999 hours in any fiscal year.

Hourly Rate means the amount of compensation, for a full hour's service as set forth in the Classification System-Basic Salary Schedule. Hourly rate is determined by referring to the Classification System Basic Salary Schedule and multiplying the Base of the position to the appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by 12 and divide resultant by 2,080. Use Standard Rounding to the nearest whole penny.

Immediate Family means a person related by blood, marriage or adoption who is a husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter or grandson.

Index Rate means a specific rate identified in the Classification System-Basic Salary Schedule Index/Merit Table which is based on an employee's number of years of permanent Yuba County service. The Index Rate is used to determine monthly salary by multiplying the Index Rate by the Base Pay of a classification.

Lay-Off means termination of service without fault on the part of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.

Limited Term Position means a position which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

Minimum Qualifications means the minimum qualifications of education, experience, ability, knowledge, licenses and other requirements for entrance examinations, appointments, or promotion.

Month means a calendar month.

Monthly Salary means the amount of cash compensation for a full month of service. Monthly Salary is determined by multiplying the appropriate Index Rate and the classification's Base Monthly Pay and rounding up to the nearest whole dollar.

Overtime means work specifically authorized by the Department Head or designee which is performed in excess of 40 hours per week. **Planned overtime is defined as requested or directed overtime with 2 or more days notice; unplanned overtime is defined as less than 2 calendar days notice.**

Part-Time Employee means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

Performance Improvement Plan (PIP) means a written document to facilitate constructive discussion between an employee and his/her supervisor and to help clarify the work performance to be improved. It is implemented at the discretion of the supervisor.

Permanent Position means a position approved by the Board of Supervisors and included in the allocation schedule.

Permanent Status means an employee has completed a probationary period for a Yuba County position.

Position means a specific office, employment or job calling for the performance of certain duties and the carrying of certain responsibilities by one individual either on a full-time or part-time basis.

Probation means that period of paid time which is an extension of the examination process required before an employee gains permanent status.

Probation Period means the time during which an employee can be released from service without cause.

Probationary Employee means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, or has been transferred, promoted or demoted, but who has not completed a probationary period.

Promotion means the movement of an employee from one class to another class having a higher base rate of pay.

Promotion List means a list of names of county employees who have passed a promotional selection procedure for a class in the classified service, ranked in the order of score earned.

Range means a sequence of steps (refer to Longevity/Merit Step Index Table) used to identify the minimum, maximum and intermediate salary rates which may be paid to employees within a class.

Rank means all candidates receiving the same range of scores on an eligibility list.

Reassignment means the movement of an employee from one position to another position of the same classification within the same department.

Regular Employee means an employee who occupies a permanent position, whether limited term, part-time, or full-time.

Salary Anniversary Date (SAD) means the date on which an employee will receive his or her annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

Selection Procedure means the process of testing, evaluating and/or investigating the fitness and qualification of applicants based on merit procedures, validity and reliability.

Separation means any termination of employment either voluntary or involuntary which may include death, discharge, lay-off, resignation, retirement or work completion.

Service Computation Date (SCD) means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay.

Transfer means either:

- a) the movement of an employee from one position to another within the same class, but to another department, OR
- b) the change of an employee from one position to a position in another class with the same pay range.

Workweek. A workweek is a period of seven (7) consecutive 24 -hour periods. It may begin on any day of the week and at any hour of the day.

Workday. Workday, in general, means the period between the time on any particular day when an employee commences his/her work and the time on that day at which he/she ceases such work. The workday may therefore be longer than the employee's scheduled shift or hours.

Y-RATE means a monthly salary rate for an individual employee which is greater than the established range for his/her class.

Yuba-Sutter Area means Yuba and Sutter Counties.

ARTICLE 2 – GENERAL PROVISIONS

Section 2.01 Scope

Unless the context otherwise requires, the general provisions herein set forth govern the construction of this Agreement.

Section 2.02 Exercise of Power

Unless expressly otherwise provided, whenever a power is granted or a duty imposed upon an appointing authority, the power may be exercised or the duty performed by a deputy of the appointing authority or by a person authorized by him/her pursuant to law.

Section 2.03 Records and Reports

Each appointing authority shall keep or cause to be kept accurate records of the application of the rules herein or hereafter adopted and shall report promptly to the Human Resources Director such information as the Human Resources Director may require, and all such reports shall be prepared in the manner and form prescribed by the Human Resources Director.

Section 2.04 Cooperation

All officers and employees of the County shall aid in all proper ways in putting this Agreement into effect.

Section 2.05 Review of Personnel Files

Pursuant to the Government Code, each employee is entitled to review his/her personal history file maintained in the employee's department or in the Human Resources Department by following the procedure set forth by the Human Resources Director or the Department Head. All employees are further entitled to view any material placed in said files.

ARTICLE 3 - RECOGNITION

Section 3.01 Union Recognition

The County recognizes the Union, as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the County whose employee classifications are contained within the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3), Professional (#4) and Supervisory (#5) Bargaining Units of the County as established in accordance with the Yuba County Ordinance Code, Title III Personnel Chapter 3.10 Employer-Employee Relations Policy. Both parties recognize their mutual obligation to cooperate with each other to ensure maximum service of the highest quality and efficiency to the citizens of the County.

Section 3.02 Excluded Employees

The following employees shall be excluded from the bargaining unit:

- A. All other represented employees of the County;
- B. All Department/Division Directors, Managers, as well as non-represented (Unit 11) employees;
- C. All employees classified as Extra Help

Section 3.03 Non-Discrimination

Neither the County nor the Union shall interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Yuba County Ordinance Code, Title III, Chapter 3.10 Employer-Employee Relations Policy or for the exercise of rights guaranteed by this Agreement and/or State or Federal law.

The County and the Union agree not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively. The County and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or other employee organization, on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), marital status, sex, gender, age, or sexual orientation (including heterosexuality, homosexuality, and bisexuality), or the perception that a person has any of those characteristics, or that the person is associated with a person who has or is perceived to have any of those characteristics. The parties agree that such discrimination is not acceptable and will not be tolerated.

ARTICLE 4 - MANAGEMENT RIGHTS

Management rights include but are not limited to the County's right to determine the mission of its constituent agencies, departments, commissions and boards; set standards of service provided by the County; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with applicable rules and regulations; layoff its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the type of work assigned to job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and take all necessary actions and carry out its mission in emergencies.

ARTICLE 5 - AGENCY SHOP and MAINTENANCE OF MEMBERSHIP

Section 5.01 General Provisions

The County and the Union have entered into this Agency Shop Agreement for employees in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units as authorized by Government Code 3500 and all appropriate subsections.

Section 5.02 Union's Responsibilities

The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in bargaining units 1 - 5 in accordance with the law.

Section 5.03 Employee's Responsibilities

All employees in, and all employees subsequently hired, promoted, demoted or transferred into, classifications in bargaining units 1 - 4 shall as a condition of employment fulfill one of the following:

- A. Become and remain a member of the Union; or
- B. Pay to the Union a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues and initiation fees in force during the term of this Agreement; or
- C. Do both of the following:
 - 1. Execute a written declaration and provide proof to the Union that pursuant to Government Code Section 3502.5(c) the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment or execute a written declaration and provide proof that the employee has personally held such religious beliefs historically; and
 - 2. Pay a sum equal to the established Union dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c)(3), chosen by the employee from the following charities:
 - a. The Compassionate Friends
 - b. Marysville Joint Unified School District, Christmas Program
 - c. Shady Creek Outdoor School Program

The employee shall have, on a monthly basis, a payroll deduction of dues, fair share fees or charitable contribution based upon the current dues, assessments and fees schedule authorized by the Union.

Section 5.04 County's Responsibilities

All dues, fees, assessments, fair share fees and charitable contributions shall be remitted to the Union in a timely manner, normally within 15 days from the date that such monies are withheld from the employee's payroll.

Section 5.05 Separation From Unit

The provisions of this Article shall not apply during such period that an employee is separated from a representation unit but shall be reinstated upon the return of the employee to a representation unit.

The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, lay-off, and leave of absence with duration of more than 30 days.

Section 5.06 Compliance

All new or rehired employees appointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be given an Employee Authorization for Payroll Deduction form during new employee orientation and requested to select one of the options. Should the new employee fail to complete the form during Orientation, the County shall inform the Union of the employee's name, classification and department. After a 30-day period, the Union will, in writing, direct the County to deduct the appropriate fair share fees and initiation fees from the employee's monthly salary.

An employee who is reappointed to a job classification in the Office/Clerical (#1), Craft/Maintenance (#2), Technical (#3) and Professional (#4) Bargaining Units represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Union. If the form authorizing payroll deduction for Union dues, fair share fees, initiation fee, or charitable contribution is not returned to the Union within 30 calendar days after notice of this fair share and initiation fee, the Union may, in writing, direct the County to withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the fair share and initiation fees and the County shall pay an equal amount to the Union.

Section 5.07 Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

Section 5.08 Hold Harmless

In accordance with Government Code §3502.5 (b), the Union agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employees pursuant to this Agreement.

Section 5.9 Reporting Requirements

The Union shall comply with all applicable provisions of Government Code §3502.5 (f) with regards to financial reporting.

An employee who fails to provide the Union with a correct mailing address or who fails to notify the Union of changes in his or her mailing address and who, because of such failure, does not receive any notice required by law shall be entitled to such notice only upon contacting the Union to request such notice.

Section 5.10 Duration

Notwithstanding the expiration of any other agreement between the County and the Union, this Article shall continue in effect until rescinded as permitted by law.

Section 5.11 Maintenance of Membership

Employees assigned to a bargaining unit represented by the Union that has not approved (Bargaining Unit 5 Supervisory) or that has rescinded an agency shop agreement pursuant to existing law are subject to this maintenance of membership provision and required to adhere to the following conditions:

- A. All new employees assigned to a YCEA bargaining unit not under an agency shop agreement will be required to sign a YCEA Local #1 Maintenance of Membership Authorization Form during new employee orientation. Such employees will be given 30 days beginning the first day of the month following the orientation meeting to withdraw from membership in the Union. If the employee fails to withdraw during this window period s/he will be required to remain as a member of the Union during the duration of this Agreement.
- B. Any employee who is a member of the Union on the effective date of this Agreement or who becomes a member during the duration of this Agreement must remain a member during the duration of this Agreement.
- C. Employees subject to this Maintenance of Membership provision will be allowed to withdraw from membership in the Union during the 30 day period immediately preceding the termination date of this Agreement.

ARTICLE 6 - SHOP STEWARDS

Section 6.01 Purpose

Shop stewards shall be established to help employees handle the initial step in the grievance process.

Section 6.02 Provisions

- A. The Shop Steward program will be established after completion of a joint training session with YCEA and supervisors and management of the County. The purpose of this training is to allow both parties an understanding that the goal of the program is to help employees resolve grievances at the lowest level. After completion of the joint training session, the program will be a pilot program to sunset within twelve months unless both parties agree to extend the program. To review the status of the program, a report by the Union will be prepared and will include performance measures describing the number of employees receiving service, the type of services provided and the total number of hours expended.
- B. The Union agrees to notify the County Human Resources Director of the names, classifications and departments of all Shop Stewards, which shall not exceed five in number, including one chief steward. The Union shall immediately inform the Human Resources Director of any changes in the original list and provide an update by name, department, and classification.
- C. A reasonable amount of time will be granted the employee and the Shop Steward to handle initial grievance. However, stewards will be limited to a total of eight hours of release time per month per steward. This time is not cumulative, and does not roll over from month to month. The parties agree that in handling grievances the employee and the Shop Steward will use only the amount of time actually necessary to address the grievance. The County is not responsible for any travel, overtime or other miscellaneous cost resulting from the exercise of this right.
- D. If an employee wishes to discuss a grievance on County time with a designated Shop Steward, the employee shall be allowed an opportunity within a reasonable amount of time to verify if the designated steward is available to be seen. If the steward is present and available, the employee shall complete a "grievance release form" and submit it to his/her immediate supervisor for approval prior to meeting with the steward. Such release form shall only contain the worker's name, classification title, steward's name and work location of the steward, the time the employee left work for the meeting, and the date of the meeting. Upon return, the employee shall note the time s/he returned to work on the form and have the time verified by his/her supervisor. The employee's supervisor shall maintain a record of each request and shall forward a copy of the completed form to Human Resources. The supervisor shall determine if the employee can, because of work activity, be released at the time requested. If the employee is not released, the supervisor shall set an alternative time as soon as practical.
- E. Upon authorization of the Shop Steward's immediate supervisor, the steward shall be released to perform the duties specified in this section. The steward shall sign in and out of the work area stating the time and date of leaving and returning and where the steward may be reached. In the event the steward is unable to be released by his/her immediate supervisor at the time requested, the supervisor shall arrange a release time as soon as practical thereafter.

- F. The Union will attempt to equally distribute steward workloads amongst stewards so as to avoid overburdening any one steward. Stewards are responsible for the full and timely completion of their County work assignments.

ARTICLE 7 – HOURS OF WORK

Section 7.01 Determination of Appointing Authority

The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.

Section 7.02 Hours of Work

40 Hour Work Period.

Except as may be otherwise provided, the official work week shall be 40 hours of work in any 7 consecutive calendar days, typically defined as Sunday at 12:00 am to Saturday midnight.

Work Schedules.

- The work week schedule shall normally consist of five work days of eight hours each for a total of forty work hours (5/8/40), or
- Four work days of ten hours each (4/10/40) or
- Eight work days of nine hours each and one day of eight hours with one work day off every other week. The eight hour work day and alternate day off must be the same day of the week.

However, the Department Head may establish work week schedules which differ from the normal schedule above upon recommendation of the Human Resources Director and approval of the County Administrator. Employees on an alternate schedule shall accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule.

It shall be the duty of each Department Head to arrange the work of the department so that each employee therein shall work not more than 40 hours in any work week; except, that a Department Head may require any employee to temporarily perform service in excess of 40 hours when public necessity or convenience so requires.

Section 7.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

Nothing contained in this Agreement shall prevent, relieve, or otherwise excuse any County employee from the performance of any duty imposed upon the employee by law, the Yuba County Ordinance Code, or Resolution of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of the employee's office or employment. County officers and Department Heads may adjust the work hours of employees in such a manner as to enable department offices to remain open at all times necessary.

Section 7.04 Part-Time Employees

The hours of work, including authorized absences with pay, for all part-time employees shall be established by the appointing authority with the prior approval of the Board but shall be less than the hours of work established for full-time employees.

Section 7.05 Rest Periods

Subject to the discretion and control of the appointing authority, all employees shall be allowed rest periods not to exceed 15 minutes during each 3 consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one working day shall not exceed 2. Rest periods shall be considered hours worked and scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head.

Section 7.06 Lunch

Except for emergency situations, all County employees shall be allowed a lunch period of not less than 30 minutes nor more than 1 hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Department Head. Lunch periods shall not be counted as part of total hours worked except for those employees for whom lunch periods include the actual performance of assigned duties.

Section 7.07 Time Off Between Shifts

If an employee who is assigned to a 12 hour shift is required to work during his/her regularly scheduled time off, the Department head or designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Department Head or designee may schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

Section 7.08 Maximum Hours

No employee shall be required to work more than 16 consecutive hours. An employee who has worked for 16 consecutive hours shall not be recalled to work prior to the expiration of 8 hours following the termination of the consecutive 16 hour work period.

Section 7.09 Job Sharing

- A. Any permanent, full-time position (40 hours per week) may be shared by two employees (with one employee working 20 or more hours and the other 19 hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two employees may agree to temporary adjustments with the approval of the Department Head.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the appointing authority shall first offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

ARTICLE 8 – DRESS CODE

Section 8.01 General Statement

It is important that all employees, regardless of function or assignment, recognize that they must represent the County of Yuba to the public and other agencies by creating a professional image which reflects positively on the department for whom they work.

Section 8.02 Expectation

Employees are expected to maintain an appropriate appearance that is businesslike, neat and clean, and does not constitute a safety hazard as determined by the requirements of the area in which they work. The Department Head or designated representative may authorize exceptions on a day to day basis based upon particular assignments. For example, requiring professional dress on an otherwise casual day when appropriate or more casual attire may be authorized when staff is assigned to activities where such attire may be appropriate. However, all attire must meet the business necessity of the department.

Section 8.03 Guidelines

The following guidelines are set forth for all county employees:

- A. Clothing should be neat and clean at all times. Nothing should be worn which is torn, frayed or in obvious need of repair.
- B. Clothing should be consistent with the nature of the work and appropriate to the work environment.
- C. Safety, such as necessary precautions when working near machinery, chemicals, or hazardous waste, should be taken into consideration. Appropriate safety attire such as hard hats, safety shoes, ear protection, and or other protective clothing may be determined necessary by County, State and/or Federal regulation.
- D. Clothing shall not contain any political statements or symbols, offensive language or pictures, advertisements, or language that promotes either illegal or inappropriate activities, or tobacco or alcohol products.
- E. Clothing shall not be revealing to the degree that it exposes skin at the midriff, exposes private body parts, or would be considered suggestive or provocative on the basis of a reasonable person standard.

ARTICLE 9 – PAYMENT OF SALARY

Section 9.01 Payment

Except as otherwise provided, the full-time compensation of all officers and employees of the County is determined pursuant to the provisions of the Longevity Merit/Step Index and Classification System – Basic Salary Schedule then in effect. Rules regarding processing of payroll shall be established by the Auditor/Controller.

Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.

In the event that the County determines during the term of this Agreement that a bi-weekly pay period will be implemented, the County agrees to provide YCEA with at least a ninety (90) calendar day advance notification of such a change. The County further agrees to meet with YCEA representatives to discuss the impacts of such a change on YCEA represented employees if requested in writing by YCEA.

The salary and leave accruals for part-time employees will be in proportion to the employees' scheduled working hours.

Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

Section 9.02 Fees, Commissions, and Compensation

Except as otherwise provided by law, any fees, commissions and compensation (other than that allowed by the County) earned by an employee by virtue of his/her office or position, or by performance of any regularly assigned duty or function, shall be deposited in the County treasury and, upon receipt, shall become the property of the County of Yuba.

ARTICLE 10 – COMPENSATION

Section 10.01 Union Notification

The County shall give notice to the Union of any new or changed classification, position allocation, and/or salary. The County shall give the Union seven calendar days to review and respond to such notice.

Section 10.02 Salary Adjustments

Effective August 2014, all YCEA represented employees will receive a \$600 lump sum adjustment which shall be paid with the August 2014 payroll.

Section 10.03 Future Salary Adjustments

In addition to the above salary adjustment, the following will be implemented:

- A. Effective October 2015, all YCEA represented employees will receive a \$500 lump sum adjustment, which shall be paid with the October 2015 payroll.
- B. Effective July 1, 2016, all YCEA employees will receive a 3% cost of living adjustment which shall be adjusted to 2% after subtracting the value of the longevity program (1%).

Section 10.04 Equity Adjustments

The County will implement salary equity adjustments as described below for those classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo, and will place those classifications into an appropriate corresponding pay band.

- A. Effective July 1, 2015, the following classifications shall receive a market adjustment of 3%.
 - AIDE
 - ANIMAL CARE SERVICES OFFICER
 - BUILDING & GROUNDS SUPERVISOR
 - COOK
 - CUSTODIAL SUPERVISOR
 - ELIGIBILITY TECHNICIAN I
 - ELIGIBILITY TECHNICIAN II
 - EQUIPMENT SERVICE SPECIALIST
 - HEALTH AIDE
 - KITCHEN SUPERVISOR
 - LIBRARY TECHNICIAN I
 - PROGRAM AIDE
 - SENIOR ELIGIBILITY TECHNICIAN
 - SENIOR VICTIM/WITNESS ADVOCATE
- B. Effective July 1, 2016, the following classifications shall receive a market adjustment of 3%.
 - ACCOUNTING ASSISTANT I
 - ACCOUNTING ASSISTANT II

ACCOUNTING SPECIALIST
ACCOUNTING TECHNICIAN
ADMINISTRATIVE TECHNICIAN
ANIMAL CARE SERVICES OFFICER
APPEALS SPECIALIST
ASSESSMENT ASSISTANT I
ASSESSMENT ASSISTANT II
ASSESSMENT SPECIALIST
AUDITOR-APPRAISER I
AUDITOR-APPRAISER II
BUILDING & GROUNDS SUPERVISOR
BUILDING INSPECTOR I
BUILDING INSPECTOR II
COOK
CUSTODIAL SUPERVISOR
DEPUTY PUBLIC GUARDIAN I
DEPUTY PUBLIC GUARDIAN II
ELIGIBILITY SUPERVISOR
ELIGIBILITY TECHNICIAN I
ELIGIBILITY TECHNICIAN II
ENVIRONMENTAL HEALTH SPECIALIST II
EQUIPMENT SERVICE SPECIALIST
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT TO THE SHERIFF
HAZARDOUS MATERIALS SPECIALIST II
HEALTH AIDE
INFORMATION TECHNOLOGY ANALYST I
INTERVENTION COUNSELOR II
KITCHEN SUPERVISOR
LEAD BUILDING MAINTENANCE CUSTODIAN
LEGAL OFFICE ASSISTANT I
LEGAL OFFICE ASSISTANT II
LIBRARY TECHNICIAN I
OFFICE ASSISTANT I
OFFICE ASSISTANT II
OFFICE SPECIALIST
PERMIT TECHNICIAN
PHYSICAL THERAPIST
PROGRAM AIDE
PROGRAM ASSISTANT
PROGRAM SPECIALIST
PROGRAM SPECIALIST ADULT SERVICES
REAL PROPERTY APPRAISER I
REAL PROPERTY APPRAISER II
SENIOR BUILDING MAINTENANCE
TECHNICIAN

SENIOR ELIGIBILITY TECHNICIAN
SENIOR PERMIT TECHNICIAN
SENIOR SUBSTANCE ABUSE COUNSELOR
SENIOR VICTIM/WITNESS ADVOCATE
SHERIFF'S RECORDS CLERK
SOCIAL WORKER I
SOCIAL WORKER I (AS)
SOCIAL WORKER I (EMPLOY)
SOCIAL WORKER II
SOCIAL WORKER II (AS)
SOCIAL WORKER II (EMPLOY)
SOCIAL WORKER III
SOCIAL WORKER III (AS)
SUBSTANCE ABUSE COUNSELOR II
TRANSFER ANALYST I
VICTIM/WITNESS ADVOCATE II

ARTICLE 11 – MERIT PROCEDURES FOR LONGEVITY / MERIT STEP INDEX

For employees hired on or before 6/30/2013 (employees hired after 6/30/13 see section 11.14 - 11.20):

Section 11.01 Salary Based upon Longevity and Merit

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County.

Section 11.02 Salary Determination or Adjustments

Unless specifically stated otherwise, employees will have their salaries determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

LONGEVITY/MERIT STEP INDEX:			
Number of Years of Service	Index Rate	Number of Years Service	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		

Section 11.03 To Determine an Employee's Monthly Salary

- Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "Index Rate" immediately to the right.
- Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- Round up to the nearest whole dollar.

Section 11.04 To Determine an Employee's Hourly Rate

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

Section 11.05 Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate. The SCD is computed by adjusting the employee's current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

The employee's SCD does not affect or determine his/her probationary period or when s/he receives performance evaluations.

Section 11.06 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired.

Longevity/Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

Section 11.07 Prior Service

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her previous termination date with the County of Yuba as a regular employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1st day of the following month.

Section 11.08 Leave With Out Pay (LWOP)

LWOP will be computed in either one of two ways.

- A. **Effective January 1, 2004**, each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day) or,
- B. **Prior to January 1, 2004**, the granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for

which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 11.09 Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160).

A regular employee who is granted an Advanced Index Rate will continue to receive annual Index Rate increases until the employee's Index Rate equals 1.2160 (equivalent to four years of service). At that point, the employee will not receive any Index Rate increases and the employee's salary Index Rate will be 'frozen' until the employee has completed six years of County service based upon the actual SCD.

Section 11.10 Promotions

When an employee is promoted to a classification with a higher Base Rate, the employee will have his/her salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, s/he will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of 1.2160. At that point, the employee will not receive any Index Rate increases and the employee's Index Rate will be 'frozen' until s/he is eligible to advance on the Longevity/Merit Step Index based upon actual SCD.

Section 11.11 "Y-rated" Salary

If a management directed action results in a regular employee being downgraded to a classification with a lower Base Rate, the employee's salary will be 'Y-rated' (frozen). The employee's salary will continue to be "Y-rated" until the salary, as defined in Sections 11.02, 11.03 and 11.04, is equal to or greater than the "Y-rated" salary. If an employee does not successfully pass a probationary period and is eligible to return to his/her former position, his/her salary will be computed as normally defined in Sections 11.02, 11.03 and 11.04.

The term "management directed action" shall not include by definition or apply to layoffs or ADA accommodations.

Section 11.12 Salary Upon Transfer

When an employee transfers from one position to another within the County, his/her salary shall be determined by multiplying the base salary of the classification to which s/he has transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

Section 11.13 Salary Upon Reclassification

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 11.10.

- B. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 11.11.

Procedures for Longevity/Merit Increases for Employees Hired On or After 7/1/2013

Section 11.14 Salary based upon Merit:

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Salary will be determined or adjusted by multiplying the Base Rate for the classification, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Date (SCD), consistent with the applicable sections of this Article.

Step	Number of Years of Service	Index Rate
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

Index Rates between 1.0000 and 1.30 are defined as Merit.

Section 11.15 Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate, unless specifically stated otherwise. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

Section 11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least 30 days in advance, but no more than 60 days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1st day of the month following a 30 day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month.

Section 11.17 Leave With Out Pay (LWOP)

LWOP will be computed as follows: each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day).

Section 11.18 Performance Based Merit Delay

Salary Anniversary Date (SAD) delays for receiving less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month).

Section 11.19 Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to the third step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the 7th step (Index Rate 1.30).

Section 11.20 Longevity Increase

Upon an employee's fifteenth (15th) anniversary of employment with the County, as computed through the SAD process above, the employee will receive a longevity step increase to 1.35% of base salary.

ARTICLE 12 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

Section 12.01 Overtime

A. Overtime Work Defined

1. 40-Hour Work Period. Overtime work shall be defined as all work specifically authorized by the Department Head which is performed in excess of 40 hours per week.
 - a. Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee or the Board shall be required.
 - b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.
2. The following shall be counted as time worked for purposes of computing overtime when overtime is unplanned (defined as requested or directed overtime with less than 2 calendar days notice):
 - a. Actual hours worked
 - b. Sick Leave
 - c. Holidays (including Floating Holidays)
 - d. Compensatory time off (CTO) used during the week shall be counted as $\frac{2}{3}$ the amount used for computing hours worked for purposes of overtime in that work week.
 - e. Special provisions as described in this Article
3. The following shall be counted as time worked for purposes of computing overtime when overtime is planned (defined as requested or directed overtime with 2 or more days notice):
 - a. Actual hours worked
 - b. Holidays (excluding Floating Holidays)
 - c. Special provisions as described in this Article
4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except in the following circumstances:
 - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week. This does not include callback from scheduled standby.

- b. When an employee is called off vacation for a county wide declared emergency resulting from a natural disaster.
- c. When an employee is called in to work on a regular day off.

B. Application of Overtime

- 1. If, in the judgment of a Department Head, work beyond the official 40 hour work week is required, overtime work may be ordered. This overtime work will be compensated for as provided in this section.
- 2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual or early completion of probationary period or for merit increases. Compensatory time off taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.
- 3. No permanent, probationary, or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week, excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided s/he has the approval of the Department Head.
- 4. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off, at the discretion of the Department Head, at a rate equal to one and one half (1½) times the hourly equivalent of such employee's monthly salary at the time the overtime was worked.

C. Overtime Payment

Employees who are assigned FLSA Non-Exempt status shall be compensated for overtime or compensatory time off at one and one half (1½) times their regular rate of pay for hours worked in excess of 40 in a workweek. [Reference Section 12.01B Application of Overtime of this Agreement]

Section 12.02 Compensatory Time Off

Use of Compensatory Time Off

- A. The appointing authority shall determine the period when accrued compensatory time off (CTO) may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before compensatory time off will be granted.
- B. Denial of an employee's request for use of compensatory time off must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating employment for reasons other than County retirement shall not use compensatory time to extend their termination date (e.g. requesting compensatory time to begin March 7 while actual termination date is March 13, etc).

CTO Minimum Charge

CTO must be taken in at least one quarter (1/4) hour increments.

CTO Maximum Accrual

At no time shall compensatory time off (CTO) carried by an employee be more than 80 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.

Section 12.03 Holiday Pay

An employee who works on a holiday as defined in this Agreement shall receive eight hours pay for the holiday plus one and one half (1½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Article 23 Holidays of this Agreement]

Employees on an alternate schedule shall receive credit for eight (8) hours per holiday and will be required to flex or use a leave category to offset the difference between the 8 hour holiday and their normal schedule.

Section 12.04 Call Back

- A. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shifts, shall be credited with compensable overtime of two hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.
- B. Road Maintenance Workers who, in any workweek, do not work their regular shifts because of callback assignments due to snow removal, shall be compensated at time and one-half (1½) for all hours worked in excess of the normal shift per day which are not otherwise paid at time and one-half.

Section 12.05 Standby

- A. Effective July 1, 2014, employees on unrestricted standby, as defined by the FLSA, shall receive **\$20.00** per night for each night of the normal work week and **\$30.00** for normal scheduled days off and holidays spent on Standby time.

On July 1, 2016, employees on unrestricted standby, as defined by the FLSA, shall receive \$25.00 per night for each night of the work week and \$35.00 for normal scheduled days off and holidays spent on Standby time.

- B. Non-Exempt employees on **restricted** standby, as defined by the FLSA, shall receive minimum wage for all hours spent on restricted standby.
- C. Social Workers and Social Worker Supervisors in Adult Protective Services and Child Protective Services who are on standby shall receive two hours' salary for each weekday they are on standby and three hours salary for each holiday or weekend day they are on standby. This pay shall be in place of the normal standby pay for all other employees.

Section 12.06 Cash Compensation

Departmental Transfer

Employees transferring between departments shall be paid for all compensatory time off (CTO) prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued compensatory time off.

Separation of Employment

Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

ARTICLE 13 – ADDITIONAL COMPENSATION

Section 13.01 Bilingual Pay

General Policy

The County has identified certain positions which require bilingual language skills. Positions approved for bilingual pay will generally be those rendering services linking the County with clients who are largely monolingual in a language other than English. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

Qualification

To qualify for a bilingual position, employees must be State certified or pass a County qualifying language test in the relevant language at the option of the County.

Premium Compensation

Designated bilingual employees shall be paid a premium compensation in the amount of \$125 per month for bilingual pay.

Bilingual pay will be payable at the full monthly rate in any month a designated bilingual employee is on paid status at least half of the month. If a designated bilingual employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the bilingual pay will be reduced by half. No bilingual pay will be paid in a month if an employee is on LWOP or paid administrative leave for the entire month.

Designated bilingual employees hired or assigned bilingual pay within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired or assigned bilingual pay after the 15th of the month will receive half of the bilingual pay for their first month of employment.

Designated bilingual employees leaving County service during the first 15 days of the month will receive half of the bilingual pay for that month; those leaving service anytime after the 15th of the month will be paid the full monthly rate.

Section 13.02 Cook Differential Pay

Employees appointed to the 'Cook' classification and assigned to the Sheriff's Department - County Jail shall receive \$175.00 per month for Differential Pay.

Differential Pay will be payable at the full monthly rate in any month an employee is on paid status at least half of the month. If an employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the differential pay will be reduced by half. No differential pay will be paid in a month that an employee is on LWOP or paid administrative leave for the entire month.

Employees hired within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired after the 15th of the month will receive half of the differential pay for their first month of employment.

Employees receiving Cook differential leaving County service during the first 15 days of the month will receive half of the differential pay; those leaving service anytime after the 15th of the month will be paid the full monthly rate.

ARTICLE 14 – CLOTHING ALLOWANCE

Section 14.01 Uniforms Required

When required for the convenience and benefit of the County, employees may be required to wear uniform clothing as specified by the appointing authority and approved by the Board.

Section 14.02 Maintenance Provisions

With the approval of the Board, the appointing authority may authorize the provision or partial provision for such clothing and the cleaning and maintenance thereof, or may authorize payment of a clothing allowance in lieu of such provisions.

Section 14.03 Sheriff's Department Uniform Allowance

A uniform allowance shall be granted to personnel required to wear uniforms in the Sheriff's Department and its Animal Care Services Division. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The Department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Board approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

An annual uniform allowance shall be provided in the amount of Six Hundred and Sixty Dollars (\$660.00) for the Animal Care Services Officer classification and Five Hundred Forty Dollars (\$540.00) for all other Sheriff's Department personnel required to wear uniforms.

The allowance for all other personnel will be increased to Six Hundred and Sixty Dollars (\$660.00) per year in the event the Sheriff requires that a full uniform be worn on a regular basis.

The uniform allowance shall be prorated on a monthly basis for each month worked and paid in arrears on the regular payday of each month. Any month in which more than 12 days on paid employment status have been completed shall be considered as a full month and employee is eligible for payment of the uniform allowance.

Section 14.04 Protective Footwear Reimbursement

A. General Statement:

The County agrees that in certain working situations, including but not limited to working at an active construction site, the risk of injury to County employees may be reduced by the requirement to wear protective footwear. Accordingly, employees will wear protective footwear in the performance of their work duties when so required by the appointing authority.

B. Protective Footwear Specifications:

Protective footwear is generally defined as a lace up "work" boot with a six inch minimum ankle height, be waterproof, electrical hazard rated, have a composite safety toe cap, and a non-skid, oil resistant sole.

The appointing authority will determine the exact specifications of the protective footwear required for the position.

C. Protective Footwear Reimbursement:

Every two years a protective footwear reimbursement of **\$300** shall be made available to personnel required by their appointing authority to wear protective footwear in the performance of their duties. The Department will reimburse the actual cost of the Department specified footwear to a maximum of \$300. Employees may purchase two pairs of protective footwear meeting the Department's specifications but will only be reimbursed for a maximum amount of \$300.

D. Protective Footwear Reimbursement Process:

To be eligible for reimbursement, an employee must submit the boots with the associated written specifications to ensure they meet the Department's requirements along with a receipt of purchase and a County claim form to their Department. Upon submission of the County claim form and verification that the protective footwear meets the Department's specifications, the Department will approve and submit the County claim form for payment.

Employees are eligible for protective footwear reimbursement every two years. The anniversary date is determined by the date of submission of the County claim form and receipt for the original purchase of protective footwear.

New employees required by their Department to wear protective footwear in the performance of their job duties shall be reimbursed as described above for their protective footwear (up to two pairs) upon entering County service.

E. Maintenance Provisions:

It is the employee's responsibility to keep their protective footwear in operable condition to meet their original performance standards. Protective footwear must be worn at all times, unless directed otherwise by their Department due to a scheduled work activity change, such as when an employee is attending a class.

If during the course of performing their duties, an employee's protective footwear is damaged beyond use as a result of a single incident that is not due to negligence on the part of the employee (not due to normal wear and tear) and replacement is warranted prior to the expiration of 24 months, an exception to the reimbursement schedule may be available at the discretion of the appointing authority and upon said replacement a new two year reimbursement increment will begin.

ARTICLE 17 – ASSIGNMENTS REQUIRING TRAVEL

Section 17.01 Travel Expenses/Allowances

Whenever any officer or employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost, including transportation, lodging and meals. The maximum allowances are covered by Yuba County Administrative Policies and Procedures Manual Travel D-1 and D-3.

Section 17.03 Department Head and Employee Responsibility

The Department head, or designated representative, may authorize driving privileges to an employee who must drive a county owned, a county leased and/or a privately owned motor vehicle to perform assigned duties, provided the employee meets the following requirements:

- A. Presents to the Department head or designated representative a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
- B. Has no physical impairment(s) which precludes driving.
- C. Maintains a valid California driver's license.
- D. If requesting authorization to drive a private car, then s/he must show proof of minimum liability insurance coverage as required by the financial responsibility law of the California Vehicle Code and has California license plates on the vehicle.

Section 17.03 Authorization Forms

Driver authorizations forms for both county and private cars shall be developed and revised as necessary by the Risk Management Department. All Department Heads or their designated representatives shall use the form(s) designated by Risk Management.

Section 17.04 Motor Vehicle Record Check

Motor vehicle record checks may be made by Risk Management with the cooperation of the California State Department of Motor Vehicles in the following instances:

- A. New driver authorizations.
- B. Renewals of driver authorizations.
- C. Whenever deemed necessary by the appointing authority.

All record checks shall be deemed confidential material.

Section 17.05 Cancellation

An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee driver reveals that such driver has no license, or has a suspended or revoked license. A Department head or designated representative shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.

Section 17.06 Poor Driving Performance

When an employee is required to drive in the performance of duty, his/her ability and willingness to drive safely is an important aspect of overall job performance. The failure of an employee to drive

safely must be a matter of concern to the Department Head who will be expected to take all means available to identify a poor driver and to improve the employee's driving performance or to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to Article 34 of this Agreement as well as other disciplinary and corrective measures. According to Article 34, discipline may include discharge, suspension, demotion for disciplinary purposes, reprimand, as well as other corrective measures. Department Heads shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist Department Heads to identify poor drivers, they shall look for the following situations:

- A.. **Repeated non-serious minor accidents.** These are instances where an authorized driver has a record of three or more on-the-job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, minor accidents are accidents that do not result in injuries to persons nor is there damage to the property of any one person or the County that is more than \$250.
- B. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident while on the job which results in injury or death, or damage to property of any one person or the County exceeding \$250.
- C. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head appear to demonstrate a disregard to safety and the employer's business interest.
- D. **Citizen complaints.** Poor driving performance can also be identified by validated citizen complaints or complaints from other County employees.

Section 17.07 Reimbursement

County employees who are required or permitted to use their own vehicles for conducting County business will be reimbursed for their mileage based on the IRS approved rate.

ARTICLE 18 – BENEFIT PROGRAMS

Section 18.01 Benefit Program Coverage

All regular employees working an average of 20 regularly scheduled hours per week and the employee's dependents shall be entitled to participate in the County health plans. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance.

Section 18.02 Medical Insurance

Yuba County offers the following medical options: CalPERS Health Insurance, Dental Insurance and Vision Insurance. Employees have a variety of PPO and HMO medical plans available through CalPERS, however the HMO's are available through zip code eligibility. Dental/Vision plan options include a basic plan and a buy-up plan. Once the selection is made, it will remain in force until the current calendar year ends and will automatically renew unless the employee makes a new selection during an open enrollment period. Changes made during open enrollment will be effective January 1st of the next calendar year.

The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County of Yuba.

- A. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.
- B. Effective July 1, 2014, the County will pay 100% of the basic plan premiums for Dental/Vision for the employee only, and 90% of the basic plan premiums for Health.
- C. Effective July 1, 2014, the County will pay 80% of the basic plan premiums for Dental/Vision for the employee plus one dependent or the employee plus more than one dependent, and 70% of the basic plan premiums for Health for the employee plus one dependent or the employee plus more than one dependent.

The County of Yuba agrees to continue the current level of coverage for the Health, Dental, and Vision Insurance for the term of the contract. However, due to the continued rising cost of health care, the County must explore alternatives to our current plans and funding. Both parties agree to proactively review alternative options by continuing to be active in the health care committee. The parties agree to reopen this contract in March 2015 to discuss alternatives to the current benefit provisions with the intent of providing a defined employer contribution for health, dental and vision benefits through the County's cafeteria plan.

Opt Out Provision. Eligible employees may elect to "Opt Out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and shall receive **\$150** per month In Lieu of Premium Savings.

Effective **January 1, 2015**, employees electing to "Opt Out" of the County provided health/dental/vision coverage shall receive **\$200** per month In Lieu of Premium Savings.

Effective **January 1, 2016**, employees electing to "Opt Out" of the County provided health/dental/vision coverage shall receive **\$250** per month In Lieu of Premium Savings.

Employees declining health plan coverage and receiving "In-Lieu of Premium Savings" may re-enroll upon proof of loss of other coverage. In Lieu of Premium Savings is taxable income.

Section 18.03 Life Insurance

The County of Yuba provides life insurance coverage of fifty thousand dollars (**\$50,000**) for employees represented by the Union. This change will be effective as soon as administratively practical but no later than 60 days after ratification of a contract.

Section 18.04 Survivor Health Insurance Continuation

The County of Yuba agrees to continue health insurance benefits for a surviving spouse and dependents (to the extent eligible as determined by CalPERS) should the employee be killed on the job.

Section 18.05 Affordable Care Act

At such times as regulations are issued implementing the Affordable Care Act, the County and YCEA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MLA will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and YCEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

ARTICLE 19 - RETIREMENT

Section 19.01 Retirement Formula

Regular employees holding County employment shall be members of the Public Employees' Retirement System (PERS) as provided by law and the terms of the contract in effect between the County and the Public Employees' Retirement System.

The County will maintain the following Retirement Programs for Classic PERS members:

The 2% @ 55 PERS formula shall be provided for Miscellaneous Retirement category employees.

The County will maintain the following Retirement Programs for PEPR New employees (entering CalPERS membership on or after January 1, 2013):

The 2% @ 62 PERS formula shall be provided for Miscellaneous Retirement category employees.

Section 19.02 PERS Employee Contribution

Employees identified by CalPERS as PEPR New Members will have an employee contribution rate of at least 50% of the normal cost rate of their defined benefit plan.

For the 2014/2015 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Classic members is 22.956% of PERSable payroll. Effective July 1, 2014, and continuing through the 2014/2015 fiscal year, the County shall contribute a maximum of 15.956% of PERSable payroll and Employees, both Classic and New, shall pay 7% of PERSable payroll.

Effective July 1, 2015, the County and the Employees will share the increased employer pension costs equally with each paying 50% of the employer cost increase set by CalPERS for Fiscal Year 2015/2016 and Fiscal Year 2016/2017. Further adjustments to employee contributions will be negotiated in future years.

Section 19.03 Credit for Unused Sick Leave

The County contracted with the California Public Employees Retirement System (CalPERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees in the Miscellaneous Retirement group. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review Section 21.14, of this Agreement.

Section 19.04 Pre-Retirement Optional Settlement 2W Death Benefit

The County contracted with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for the Miscellaneous Retirement Plan members. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

Section 19.05 Social Security / MediCare Application

During the term of this Agreement, the County and the Union will meet to discuss and explore the feasibility and process for reentering the Social Security System. The parties will provide a report back to the County Administrator no later than July 15, 2015, regarding their findings. Additionally, the parties agree to review the history of the employees excluded from MediCare and whether there are effective remedies to provide coverage to affected employees.

ARTICLE 20 - VACATION LEAVE WITH PAY

Section 20.01 General Policy

Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

Section 20.02 Time Vacation Leave Begins to Accrue

Each employee in a regular full-time position shall receive 48 hours vacation leave after the completion of 6 months service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of 1 year service from the original date of appointment and upon passing probation, the employee shall be credited with an additional 48 hours vacation leave.

No vacation leave shall accrue or be available to the employee prior to the completion of the required six months and/or one year time periods.

Section 20.03 Date of Appointment

For purposes of this Article, Date of Appointment shall be the 1st day of the month following the month in which such employee begins work. However, if a new employee begins work within the 1st three working days of a month, the Date of Appointment shall be the 1st of that month.

Section 20.04 Leave Accrual

- A. Vacation leave credit shall accrue on the 1st day of the month following the month when vacation leave credit is earned.
- B. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more.
- C. No credit shall be earned for less than a full final month's service when an employee separates for any reason.

Section 20.05 Part-Time Employee

A part-time employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

Section 20.06 Rates of Accrual

After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from his/her Hire Date:

Length of Service	Number of Hours Per Month
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 16 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall receive the rate of accrual based on the prior service as if s/he had been on leave without pay.

Section 20.07 Maximum Accrual

Vacation leave shall be accumulated to a maximum limit as indicated below:

Unit	Hire Date	Maximum Accrual
1, 2	Before 8/19/1986	2 Years
1, 2	After 8/19/1986	350 Hours
3, 4, 5	Before 7/1/1985	2 Years
3, 4, 5	After 7/1/1985	350 Hours

The Department Head and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year. Should the employee fail to request time off, the Department Head may schedule the vacation to the extent necessary to ensure the employee does not exceed the maximum accrual. Any employee who, at the close of any fiscal year, has accumulated vacation leave in excess of the maximum accrual shall be paid for that amount of excess leave at the employee's current rate of pay.

Section 20.08 Use of Vacation Leave

- A. Vacation Accruals earned at the end of the month are available for use the 1st of the following month.
- B. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- C. Denial of an employee's request for use of vacation leave must be based on business necessity.
- D. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation to extend their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13, etc.).
- E. A person receiving pay in lieu of unused vacation may not be re-employed by Yuba County in any capacity until a number of working days equal to the number of days paid for vacation have elapsed following the effective date of separation.

Workers' Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using 40 hours of vacation not to use additional vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [Refer to Article 25 Leave of Absence Without Pay].

Section 20.09 Minimum Charge

In any use of vacation, the minimum charge to the employee's vacation account shall be one quarter (1/4) hour. Additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour and shall not exceed the employee's accrued vacation hours.

Section 20.10 Cash Compensation Upon Separation of County Service

An employee whose employment is terminated for any reason shall be paid a sum equal to his/her accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee's monthly salary as of the date of separation of employment.

ARTICLE 21 – SICK LEAVE WITH PAY

Section 21.01 General Policy

Sick leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

Section 21.02 Definition

Sick leave means the necessary absence from duty of an employee because of:

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment, or recovery from such treatment, prescribed by a licensed practitioner.
- D. Bereavement. In the case of the death of a person in the employee's immediate family, the employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence. [Reference Section 24.02 Paid Leave of this Agreement]
- E. Family Sick Leave. An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

Section 21.03 Time Sick Leave Begins to Accrue

An employee shall not accrue sick leave with pay until the 1st day of the month following the month in which such employee begins work. However, if that employee begins work within the 1st three working days of the month, then they shall accrue sick leave for that month.

Section 21.04 Part-Time Employee

A part-time employee shall accrue sick leave in the proportion that his regularly scheduled hours of service compares to regular full-time service.

Section 21.05 Rate of Accrual

Sick leave shall be earned and accrued without a maximum limit and shall be earned as follows:

- A. Each regular full-time employee shall accrue sick leave with pay at the rate of eight hours per month except as follows: Office/Clerical (#1); Crafts/Maintenance/Service (#2); Technical (#3); Professional (#4); and Supervisory (#5) Unit Employees appointed **before October 1, 1978**, shall accrue sick leave with pay at the rate of ten hours per month.
- B. A part-time employee shall accrue sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
- C. No sick leave credit shall be earned when an employee is on leave without pay for half of a working month or more. No sick leave will be earned for less than a full final month's service when an employee separates for any reason.

Section 21.06 Use of Sick Leave

- A. Sick leave accruals may be used in accordance with the provisions of this Agreement once they are earned. Sick leave accruals are earned at the end of the month and are available for use the 1st day of the following month.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SDI) or Worker's Compensation (WC) program.
- C. An employee is to return to work as soon as s/he recovers from an illness or injury, including the return to a shift or work day in progress.
- D. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first hour of work. Department Heads or designees shall have the option of instructing employees to either leave a message for a supervisor or the department designated contact person. If a message is left for the department, it shall include a call-back number for any follow-up information.
- E. An employee who has been directed by a medical professional to remain off work for more than one day shall not be required to report the absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.
- F. Employees shall only be required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested shall be solely for the purpose of determining the legitimate use of sick leave.

Workers' Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation leave, Job Protected Leave or SDI may make an irrevocable choice after exhausting sick leave and prior to using 40 hours of vacation not to use additional vacation hours to supplement the disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for thirty (30) calendar days, nor may s/he be eligible for donation of catastrophic leave. [The right to exercise an irrevocable choice applies separately to each leave of absence. Reference Article 25 Leave of Absence Without Pay of this Agreement]

Section 21.07 Minimum Charge

In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one quarter (1/4) hour, while additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour.

Section 21.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC

For employees covered under the State Disability Insurance (SDI), Paid Family Leave (PFL) program or Workers' Compensation Program (WC), accrued leave may be used to supplement these benefit payments. In no instance, however, shall the combination of SDI, PFL, WC, accrued leave, or other County benefit payments exceed one hundred (100) percent of the employee's monthly salary calculated on an hourly, weekly, bi-weekly, or monthly basis.

Employees are required to notify the auditor's office within five business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under WC or SDI/PFL, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates County rules. Accordingly this may result in the County taking progressive disciplinary action up to and including termination from employment.

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Auditor may limit repayment to 10% of gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid. If the employee has made no repayment arrangements within two months of first receiving duplicate benefits, the Auditor's office will begin deducting 10% of the employee's gross pay each month until the total amount is repaid.

Section 21.09 Exclusions

No employee shall be entitled to sick leave while absent from duty on account of any of the following cases:

- A. Sickness or injury sustained while on leave of absence without pay.
- B. Sickness or injury purposely self-inflicted or caused by willful misconduct.
- C. Subsequent to a determination by the Public Employees' Retirement System that a sickness or injury qualifies an employee for disability retirement.

Section 21.10 Proof Required

The Department Head shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head may require the employee to submit substantiating evidence including but not limited to a physician's certificate. The request for substantiating evidence must be made either on or before the time the employee informs the department of his/her absence or prior to the employee's return to work. If the Department Head does not consider the evidence adequate, the employee's request for the use of sick leave shall not be approved.

Section 21.11 Records

Sick leave balances shall be maintained by the Auditor through payroll records.

Section 21.12 Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason other than Sections 21.13 and 21.14 of this Article shall lose entitlement to any sick leave which has accrued.
- B. When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any unpaid sick leave which s/he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

Section 21.13 Payout of Sick Leave Upon Separation from Employment

After ten (10) continuous years of permanent employment with the County: upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation or layoff, an employee shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation.

Section 21.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement

The County contracted with CalPERS to provide Section 20965 Unused Sick Leave conversion for the Miscellaneous Retirement Plan members. In accordance with provisions of the Public Employees Retirement Law, as amended, employees retiring may elect to:

- A. Convert all of their unused sick leave to service credit; OR
- B. If the retiring employee has 10 continuous years of permanent employment with the County, upon retirement the employee may elect to receive up to 25% of his/her unused sick leave as pay at the regular rate of pay in accordance with Section 21.13 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 22 - CATASTROPHIC LEAVE

Regular employees may be entitled to receive donated vacation leave hours from other regular employees based upon the following criteria.

- A. Each case will be reviewed individually on its merits and either approved or rejected based upon the principal criteria that the purpose of catastrophic leave is to ensure that the employee's medical coverage continues without interruption and to provide continued salary for these catastrophic incidents.
- B. To be eligible, an employee must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have an immediate family member with a long-term illness or injury which results in the employee being required to take time off from work to care for that family member and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave resulting in the employee being in a non-paid status.
- C. The person receiving the donated hours must have obtained permanent employment status with Yuba County.
- D. Donations must be made to a specific individual regular employee only. Donations must be made in eight hour blocks of time.
- E. Once the employee has pledged leave hours, the donated hours cannot be reclaimed by the employee until it is determined that the hours are no longer needed by the employee to whom the hours were donated.
- F. An employee who is utilizing donated hours shall not earn or accrue additional vacation or sick leave.
- G. In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- H. The recipient employee shall provide verification of the illness or injury that qualified them to receive donated leave hours initially and as needed to the Department Head and Human Resources Director.
- I. Any employee who feels that another employee has the need for catastrophic leave shall submit the reasons and circumstances in writing to the Department Head. A request on behalf of an employee shall be initiated by a Department Head. The Human Resources Director shall take the request to the County Administrator for approval or disapproval. If the request is approved, the employee desiring to donate time shall complete forms available in the Human Resources Department. All donations shall remain confidential.
- J. When an employee has sufficient sick leave hours accrued and has exhausted the 80 hours of family sick leave usage allowed in Section 21.02 E of this Agreement, the County Administrator on a case-by-case basis may consider waving the 80 hour limitation on the use of sick leave for dependent care.
- K. It is understood that the donation of leave time is strictly voluntary. The information regarding the approval and the option to donate shall be made available to employees. Human Resources will issue written notice to all employees when an employee is authorized to receive leave donations.
- L. Solicitation or other pressure to require employees to donate from their leave balances shall be strictly prohibited.

ARTICLE 23 – HOLIDAYS

Section 23.01 Coverage

All regular and probationary employees shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

An employee who works on a holiday (as defined in this Agreement) shall receive eight hours pay for the holiday plus one and one half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Section 12.03 Holiday Pay of this Agreement]

Section 23.02 Holidays

The following are declared holidays for all County departments and offices:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day) and the following day
- 24th day of December (Christmas Eve) for all employees except court employees
- 25th day of December (Christmas Day)

Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

Section 23.03 Floating Holidays

General Policy. On January 1st of each year, Yuba County grants two floating holidays (16 hours) to each regular full time employee to be used within the calendar year. Failure to request the use of the floating holidays within the specified time shall result in the loss of any unused holidays at the end of the calendar year, unless otherwise indicated within this section.

Rate of Accrual. Floating holidays shall be granted to new hires as follows:

- A. Employees who begin work between January 1 and the last day of February of any given year shall receive two floating holidays.
- B. Employees who begin work between March 1 and September 30 of any given year shall receive one floating holiday for that year.
- C. Employees hired on or after October 1st will not receive any floating holidays for that year.

Part Time Employees. Part Time employees shall receive floating holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

Usage. Subject to advance approval by the Department Head, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given.

Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year.

Minimum Charge. Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 schedule who may use them in 2 hour increments to supplement 8 hour holidays.

Cash Compensation. Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30, the employee shall be compensated at time and one-half for eight hours for the holiday.

Cash Compensation Upon Separation. No payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

Section 23.04 Miscellaneous Provisions

- A. If a legal holiday falls on the first day of an employee's regular days off (usually Saturday), then the previous day will be observed as a holiday. If a legal holiday falls on the second day of an employee's regular days off (usually Sunday) then the following day will be observed as a holiday.
- B. A regular part-time employee shall be entitled to a holiday with pay only if, but for such holiday, the employee would be scheduled to work and such employee is in a paid status on the date immediately preceding or succeeding the holiday (as defined in this Article). The employee shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.
- C. A regular employee, whose basic work week is other than Monday through Friday, and whose regular day off falls on a legal holiday, shall, at the discretion of the Department Head, be entitled to:
 - 1. Equivalent compensated time off scheduled the working day preceding or following the legal holiday; or
 - 2. Equivalent compensated time off scheduled within sixty (60) days following the legal holiday; or
 - 3. Pay for eight (8) hours work.

Compensated time off due to any employee shall be equivalent to a maximum of eight (8) hours.

- D. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect people who work shifts and have a regularly scheduled day off before or after a holiday.

ARTICLE 24 – PAID LEAVE

Section 24.01 Paid Administrative Leave

Any regular or probationary employee of the County may be placed on administrative leave with or without pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

Section 24.02 Bereavement Leave

An employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence of a death in the employee's immediate family. [Reference Section 21.02 Definition of this Agreement]

Section 24.03 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. The Human Resources Director is hereby designated to administer the mandatory military absence provisions of the Military and Veterans Code and to establish such rules and procedures as are necessary or expedient. The following provisions, which are essential to effective salary administration, are also delegated to the Human Resources Director for administration.

A specific calendar period of military leave shall be established for each employee who is granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An employee who does not return within the period of approved military leave shall be granted three months additional military leave and thereafter be terminated provided, however, that an employee who is so terminated and who later requests to return to duty shall be granted any benefits and privileges which are required by the Military and Veterans Code.

- A. An employee who is a member of the reserve corps of the armed forces, of the National Guard or the Naval Militia and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of 180 days or less (including travel time) shall be maintained in his position and, upon his return to duty after the prescribed period of temporary leave, shall receive all vacation, sick leave and benefits arising from seniority in the County and in his class which he would have accrued had he not been absent on military leave.
- B. If discharged or released under honorable conditions, an employee who takes military leave other than as described in Section 24.03 A shall have the right to return to his former position within three months after termination of his active military service provided, however, such right to return shall not be granted an employee who fails to return to duty within twelve months after the first date he could terminate or could cause to have terminated his active military service. Such employee shall receive no benefits for the period of his absence except as provided in Section 24.03 C hereof, but following his return to duty such employee shall resume accrual of all benefits as though he had not been absent on military leave.
- C. An employee who has satisfactorily completed six months of continuous service immediately prior to taking ordered military leave in accordance with Section 24.03 A and B above, shall receive payment equivalent to one-half month's salary he would otherwise have received for the 1st one-half month of the military leave, and an employee who has one full year of continuous service immediately prior to taking ordered military leave in accordance with Section 24.03 A or B above, shall receive a payment equivalent to a full month's salary he would otherwise have received for the 1st full month of military leave upon submitting satisfactory evidence of military service. Only one such payment shall be made during any

one period of ordered military service, and the total amount of such payment shall not be in excess of the limits therein prescribed.

Section 24.04 Supplemental Pay and Continuation of Benefits Upon Activation During National Crisis

In recognition of the special service and sacrifice of our County employees who are also members of our armed forces, employees who are called to active duty shall have their salaries supplemented such that they shall receive the difference between their regular County salary and their military pay. Supplemental pay shall begin on the 31st day of military leave and continue until the employee is released from military service, but no longer than two years. To determine the amount of additional compensation to be paid to the employee, the employee's military pay will be subtracted from the employee's pay that was in effect prior to call-up. The difference would be the amount the employee would receive to supplement their military pay.

County health benefits in effect at the time of call-up shall remain in effect until the end of the employee's recall to active duty. Those employees with dependents under the County Health Plan who wish to continue dependent coverage may do so by continuing to pay the appropriate dependent cost during the time they are eligible for supplemental pay.

Section 24.05 Jury Duty

Each regular employee shall be allowed such time off with pay as required in connection with jury duty provided, however, that payment shall be made for such time off only upon remittance of full jury fees (not to include mileage), or upon submission of acceptable evidence that jury fees are waived.

- A. An employee shall notify his appointing authority immediately upon receiving notice of jury duty.
- B. An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his regular salary.
- C. The employee shall be required to return to work on any day they are excused from jury duty with over an hour remaining of their work day, or charge the remainder of the day to vacation.

Section 24.06 Leave for Witness Duty

Each regular employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a County employee provided, however, that the payment shall be made for such leave only upon remittance to the County of all witness fees to which the employee is entitled by law.

Payment of Traveling Expenses

In any case where a regular employee is required by law to appear as a witness in any proceeding connected with or arising out of the performance of such employee's official duties as a County employee, such employee shall be reimbursed for all reasonable and necessary expenses incurred by such employee in making such appearance, including transportation, lodging and meals provided, however, that in order to be entitled to such reimbursement, such employee must remit to the County any amount which such employee is entitled by law to receive as a witness including, but not limited to, any per diem or mileage allowance.

ARTICLE 25 – LEAVE OF ABSENCE WITHOUT PAY

Section 25.01 General Policy

An employee shall be authorized leave without pay only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by such employee. If such leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence.

Workers' Compensation/Job Protected Leave/SDI Exception: An employee on workers' compensation, job protected leave or SDI may make an irrevocable choice after exhausting their sick leave and prior to using 40 hours of vacation not to use additional vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for thirty (30) calendar days, nor may they be eligible for donation of catastrophic leave. The right to exercise an irrevocable choice applies separately to each leave of absence. [Reference Article 22 Catastrophic Leave of this Agreement]

Section 25.02 Impact of Leave of Absence Without Pay

- A. **Leave Accrual.** Employees granted a leave of absence without pay in excess of 15 calendar days shall not accrue any annual vacation or sick leave benefits during the period of such leave.
- B. **Health/Dental/Vision and Life Insurance.** Employees granted a leave of absence without pay shall be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, s/he had a sick leave balance of 192 hours or more. The employee will be exempt from the accrual requirement if s/he can demonstrate s/he would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of 4 weeks (160 hours) at one time.
- C. **Seniority.** Seniority credit will not be earned for any period during which the employee did not receive compensation. For employees participating in the Catastrophic Leave Program, seniority credit will not be earned for any period during which the employee received donated time. [Reference Section 32.03 Lay-Off List Computation Seniority Defined of this Agreement]. Unless the employee is on a non-paid leave of absence caused by a job-related injury or illness.
- D. **Probationary Period.** The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary period to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. [Reference Section 30.01 Probationary Periods of this Agreement]
- E. **Service Computation Date (SCD).** A regular employee's Service Computation Date will be adjusted by one day for each eight hour increment of LWOP.

Section 25.03 Departmental Leave Without Pay

A Department Head may authorize a departmental leave without pay for a regular employee for a period of time **not to exceed** 15 calendar days.

Section 25.04 Official Leave Without Pay

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of 15 calendar days but not to exceed 1 year. An official leave of absence without pay may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten days prior to the end of the originally authorized leave.

- A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate family member may request such leave. The Department Head shall indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form shall be delivered to the Auditor. If the Human Resources Director does not concur in the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator shall determine whether the request shall be approved or denied. If the Human Resources Director concurs with the Department Head that the request should be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten calendar days of the notice of the decision.
- B. The Human Resources Department shall be promptly notified by the Department of the return of an employee from an official leave of absence.
- C. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof.

Section 25.05 Educational Leave

- A. Any employee with the approval of the Department Head, the Human Resources Director and County Administrator may be granted educational leave of absence without pay for education or training.
- B. Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any hospitalization or life insurance program in effect; provided that the cost of such insurance shall be borne solely by the employee.

Section 25.06 Failure to Return from Authorized Leave of Absence

Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three days of the date the resignation became effective.

Article 26 - AWOL/Tardy

Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods. Should an employee be tardy without authorization, their time sheet shall reflect that they were Absent Without Leave (AWOL) for the amount of time they were tardy. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work or the employee's tardiness becomes excessive or abusive progressive discipline may be imposed.

- A. Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
- B. Leave Without Pay will be charged in quarter hour (1/4) increments for any part of each quarter hour an employee is AWOL.
- C. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the appointing authority or their designee.

ARTICLE 27 - PROTECTED LEAVES

Section 27.01 General Policy.

The County provides the following job protected leaves: Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) as mandated by Federal or State law. More information may be obtained through the following links:

- **Family Medical Leave Act (FMLA):**
<http://www.dol.gov/whd/fmla/>
- **California Family Rights Act (CFRA):**
http://www.dfeh.ca.gov/Publications_CFRADefined.htm
- **California Pregnancy Disability Leave (PDL)**
http://www.dfeh.ca.gov/Publications_StatLaws_PregDiscr.htm

If an employee feels s/he is entitled to a leave, the employee should contact Human Resources for the appropriate paperwork. The leaves will run concurrently where applicable. The County utilizes the rolling 12 month period measured backward from the date an employee uses FMLA/CFRA leave.

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the Workers' Compensation/Job Protected Leave/SDI Exception outlined in Articles 20, 21 and 25.

ARTICLE 29 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION

Section 29.01 Purpose.

All aspects of regular employee work performance will be reviewed and assessed as a means of enhancing employees' career growth and development; identifying above and below satisfactory work performance; fostering employer-employee relations; providing a high level of service to the public; and effectively utilizing human resources to carry out the public's business.

- A. Evaluations shall include narrative remarks to support the overall rating.
- B. An employee who receives an overall rating of less than meets standards and/or a recommendation for denial of his/her merit step increase will have the following included in the evaluation:
 - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
 - 2. Factual evidence to support any identified statements of deficiency;
 - 3. Reference to any prior counseling regarding problems with the employee's performance;
 - 4. Constructive recommendations for improving performance or addressing deficiency;
 - 5. A suggested time frame for improvement.
- C. Outstanding performance shall be recognized, as well.
- D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

Section 29.02 Review of Performance Appraisal.

Each performance appraisal must be discussed with the employee prior to the Department Head's appraisal or prior to the time the appraisal is placed in the employee's central personnel file. Every employee has the right to meet with his or her Department Head concerning the results of the performance evaluation. Said review must follow the formal chain of command established for the department. Evaluations may not be appealed however, should the employee not agree with an evaluation after meeting with the Department Head, s/he shall have the right to file a written response within 30 days which shall be filed in his/her personnel file with the evaluation. The evaluation may be modified by or at the direction of the Department Head if s/he determines that it is unsupported by factual data, evidence of prior counseling or if it is determined that the evaluation is arbitrary or capricious.

Section 29.03 Withhold Longevity/Merit Step Index Increase

For employees hired on or before 6/30/2013, Longevity/Merit Step Index increases will occur automatically on the employee's SAD unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards. [Reference Section 11.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement]

Employees hired on or after 7/1/2013 will adhere to the following provisions in Article 11 Section 11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments and Section 11.18 Performance Based Merit Delay.

Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least 30 days in advance, but no more than 60 days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1st day of the month following a 30 day waiting period. [Reference Section 11.16 Salary Anniversary Date (SAD) for Merit Index Rate Adjustments of this Agreement].

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month.

Salary Anniversary Date (SAD) delays for receiving less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month). Reference Section 11.18 Performance Based Delay of this Agreement].

ARTICLE 30 – PROBATIONARY PERIODS

Section 30.01 Probationary Periods

All employees entering County Service by appointment to a permanent position in the classified service shall have a probationary period of 12 months.

Section 30.02 Computing the Probationary Period

All probationary periods shall run from the 1st day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three (3) calendar days of the month, then the probationary period will run from the first of that month.

Section 30.03 Acquisition of Permanent Status

A probationary employee acquires permanent status upon completion of the probationary period.

Section 30.04 Postponement of Probationary Period

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary date to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 30.05 Temporary Appointment

The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period.

Section 30.06 Probationary Period Upon Promotion

An employee with permanent status who is promoted to a position in a class having a higher salary range shall serve a 12 month probationary period before attaining permanent status in that position.

Notwithstanding any other provision of these rules, an employee who has attained permanent status in a county position and who fails probation in a position to which the employee has been promoted shall be restored to the position from which the employee was promoted. Upon returning to the former position, if the employee had not completed probation in that position, the employee shall be required to complete the probationary period not served in that position.

If the employee has never held permanent status in a county position and fails probation upon a promotion, the employee may go back to the old position only with the approval of the Department Head and shall have no return rights to any other position. Upon returning to the former position, the employee shall be required to complete the probationary period not served in that position.

Section 30.07 Probationary Period Upon Transfer

An employee who transfers to another department shall serve a new probationary period. If the employee should fail that new probationary period, upon approval of the former Department Head, the employee may return to the former position.

Section 30.08 Probationary Period Upon Demotion

Any employee with permanent status who demotes to a position in another department for reasons other than discipline, or in case of layoff, shall serve a new 12 month probationary period.

Section 30.09 Separation During Probationary Period

A probationary employee may be discharged by the appointing authority without cause during the probationary period. The appointing authority may, at any time before the effective date thereof, withdraw or cancel such notice of termination. Except as provided in Yuba County Ordinance Code, Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy Section 3.10.100 (ii) a discharged probationary employee shall have no right of appeal for dismissal or demotion.

Section 30.10 Probationary Period upon Re-Employment

A person re-employed by the same Department in a classification in which s/he has previously held permanent status, shall not serve a new probationary period if such re-employment occurs within one year from the date of separation.

If a person is re-employed in the same Department and classification s/he previously held but did not obtain permanent status prior to separation, s/he shall be subject to completing the condition of the initial probation period. If a person is re-employed in the same classification but in a different Department, a new initial probation period must be completed.

Section 30.11 Probation Upon Reclassification.

An employee whose position has been reclassified will not be required to serve a new probationary period because of the reclassification. However, the employee will be required to finish any probationary period prior to reclassification.

ARTICLE 31 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

Section 31.01 Transfers Within Offices or Departments.

An employee may transfer to the same or comparable classification (salary within 5%) within the same department or to another department without further examination.

Section 31.02 Interdepartmental Transfers.

No employee shall be transferred to a position in another office or department unless prior to the transfer:

- A. The two positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which s/he is being transferred.
- b. The positions, if not in the same class, are in the same salary range; provided that an employee may voluntarily demote to a position in a lower salary range.
- C. The appointing authorities of the two offices or departments have approved the transfer in writing.
- D. The employee has approved the transfer in writing.
- E. The Human Resources Director has approved the transfer.

Section 31.03 Temporary Transfers.

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of 90 days unless a longer period is specifically authorized by the County Administrator. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Article 11 of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period. [Reference Section 30.05 Temporary Appointment of this Agreement]

Section 31.04 Reassignments

The movement of an employee from one position to another of the same classification within the same department is a reassignment, not a transfer, and may be accomplished at the discretion of the appointing authority.

Section 31.05 Promotions

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head shall encourage economy and efficiency in and devotion to County service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them. Every person in County service shall be given the opportunity to advance according to merit and ability.
- B. **Filling Vacancies by Promotion; Promotional Lists.** Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists shall be established for this purpose.

- C. **Selection Procedures.** Whenever the Human Resources Director determines that the needs of County service so require, s/he may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.
- D. **Eligibility.** Promotional examinations shall be limited to employees specified in this Section.
- E. **Promotional Eligibility.** An employee in an office or department designated by the Human Resources Director as appropriate may participate in a promotional selection procedure.
- F. **Qualifications.** No employee may participate in a promotional selection procedure unless he or she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.
- G. **Additional Credit.** Each employee who has attained a passing mark on a promotional selection procedure shall be allowed one additional point up to a maximum of five points, for each year or major portion thereof of seniority calculated in accordance with Section 32.03 of this Agreement entitled Lay-Off List Computation.
- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings, except as such order may be modified by the application of this Section. The names of employees who separate from county service shall be removed from the promotional list.
- I. **Release Time:** Employees who have been invited to participate in County recruitment selection procedures may be provided reasonable release time during their scheduled working hours, on paid County time, to take County exams and to participate in County interviews conducted for the purpose of determining the best qualified candidate. In the event an employee cannot be released to take part in the selection procedures due to department operational reasons, the department will work with Human Resources to arrange for an alternate time for the employee to participate. Employees requesting release time shall give their supervisor as much advance notice as possible.

ARTICLE 32 - LAYOFF AND REINSTATMENT PROCEDURES

Section 32.01 Layoffs

The appointing authority may lay off employees pursuant to this Section (i) whenever it becomes necessary because of lack of work or funds or (ii) whenever it is deemed advisable in the interests of economy to reduce the work force in a department.

Section 32.02 Order of Layoffs

Persons shall be laid off in the following order:

- A. Layoff shall be by department and class within the department except as otherwise noted herein.
- B. When it becomes necessary to reduce the work force in any department, layoff of regular employees shall be in the order in which their names appear on the Layoff List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.
- C. A designated position which requires special or unique knowledge or skills critical to the operation of county business which is in the same class as other positions within a department or office may be exempted from the provision in this Section when recommended by the appointing authority and approved by the County Administrator.

Section 32.03 Layoff List Computation

When it becomes necessary to reduce the work force in any department, the Human Resources Director shall establish a layoff list by department and class. Said layoff list shall be based upon seniority as follows:

A. Seniority Defined.

- 1. For each regular employee, except as modified in Section 32.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation, or for any period the employee was on donated catastrophic leave, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal.

For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.

- 2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
- 3. One point seniority credit shall be given for each full calendar month of service as specified in (1) and (2) above or for any period of one half (1/2) or more of a calendar month for the first or last months of employment. Permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular scheduled services.

B. **Tie Breaking.** When two or more regular employees have the same total Layoff credit, the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest seniority as reflected by the date of appointment as computed in Section 32.03 A of this Article.
2. Employees with the highest position on the employment list of permanent appointment to his/her present class.
3. Random drawing.

Section 32.04 Notice of Layoff

The appointing authority shall send written notice by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the appointing authority, then it shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Layoff shall be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice shall include:

- A. Reason for layoff.
- B. Regulations pertaining to demotion and displacement in lieu of layoff.
- C. Effective date of the action.
- D. Conditions governing retention on and reinstatement from re-employment lists.
- E. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- F. Layoff list credit of the employees.

All employees not in regular positions shall be notified of termination at least forty-eight (48) hours prior to the effective date of the action. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

Section 32.05 Demotion and Displacement in Lieu of Lay-Off

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower salary range or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.
- C. Notwithstanding Section 32.05 A and B, employees who are transferred in accordance with Section 31.02 of this Agreement and are subject to layoff, should retain their rights to demotion and displacement in lieu of layoff in the previous department or to whichever department the employee's previous position has been allocated if the interdepartmental

transfer was initiated by the County. Should an employee exercise rights under this section, all conditions and provisions of these rules shall be applicable.

- D. To be considered for demotion and displacement in lieu of layoff, an employee must notify the Human Resources Department in writing of this election no later than five calendar days after receiving the notice of layoff. Regular employees shall have an additional five calendar days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.
- E. A Department Head may request that his/her department be exempted from this subsection if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 32.06 Extra Help Employment for Laid Off Employees

Should a regular employee be laid off from a classification and department which utilizes extra help employees in that classification to maintain staffing levels or to perform special projects, the department shall offer available extra help employment to the laid off employee. Utilization of extra help shall not supplant regular employees.

Section 32.07 Priority Consideration

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 32.01 of this Article may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meets the Minimum Qualifications.

The names of qualifying employees will be sent to the Department Head of any department that has a vacancy as soon as possible, but no later than five working days after the Human Resources Department is notified by the department of the vacancy.

The Department Head with the vacancy is not required to select anyone from the Priority Consideration list; however, they are required to interview all employees whose names are submitted to them before making a final decision on filling the vacancy. If the Department Head would still prefer to consider applicants from a Merit List, s/he may do so without rejecting from consideration anyone on the layoff list until a final selection is made for the vacant position.

Employees who want to participate in this Priority Consideration program must submit a request in writing to the Human Resources Department and complete a current application (with resume if they wish) with the position title left blank. The Human Resources Department will have authority, only under this program, to copy the employee's application, fill in the position title, and forward it to the Department Head for consideration. The employee's right to participate in this program will terminate on the effective date/time of his/her layoff and separation from County employment.

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in Sections 30.07 Probationary Period Upon Transfer and Article 31 Transfers, Reassignments, and Promotional Opportunity of this Agreement.

Section 32.08 Re-employment List (Layoff or Displacement in Lieu of Layoff)

The Human Resources Director shall establish re-employment lists by class listing only those regular employees who are laid off or who displace into another class.

- A. Any person who is laid off or displaces into another class because of temporary or permanent abolishment of his or her position shall have his or her name placed on the re-employment list for the class from which s/he has been laid off. Notwithstanding the provisions in Yuba County Merit Resolution Article 10 Certification and Appointment, when a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible persons will be certified to the Department Head seeking to fill the vacancy. The Department Head shall re-employ the eligible person with the most County seniority who was laid off from his/her department and is actively seeking re-employment. Should there be no eligible person on the list who was laid off from the hiring department, the Department Head shall re-employ the eligible person with the most County seniority who is actively seeking re-employment. Should an eligible person reject two offers of re-employment his/her name shall be removed from the re-employment list. If no eligible person is actively interested in re-employment, the order of lists as defined in the Yuba County Merit Resolution Article 9 subsection 12 shall be followed.
- B. The name of any person who is laid off or displaces into another class shall continue on the appropriate re-employment list for a period of one year after it is placed there. The name of any eligible on a re-employment list shall be automatically removed from said list at the expiration of such one year period except that the Human Resources Director may exercise the option available under the Yuba County Merit Resolution Article 9 subsection 7 Duration of Eligible List.

ARTICLE 33 - PROHIBITED ACTIVITIES

Section 33.01 General Policy

No employee of Yuba County shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority of Yuba County.

Section 33.02 Prohibitions

No employee of Yuba County shall:

- A. Represent or counsel for compensation any individual, group of individuals, or private or public organization, in legal or administrative actions against Yuba County;
- B. Use for private gain or advantage Yuba County time, facilities, equipment or supplies, or his or her badge, uniform, prestige or influence as a Yuba County officer or employee;
- C. Receive or accept compensation or other consideration from an individual, group of individuals or private or public organization other than Yuba County for the performance of an act which the officer or employee would render during regular work hours as part of such officer's or employee's assigned or prescribed duties;
- D. Be involved in performing an act for compensation outside of employment with Yuba County which may later be subject directly or indirectly to control, inspection, review, audit or enforcement by any officer or employee of Yuba County; and
- E. Be involved in employment outside of his or her duties with Yuba County which would render performance of his or her duties with Yuba County less efficient.

Section 33.03 Disciplinary Action

Any employee who receives compensation or other consideration for an act prohibited by this Article shall be subject to the disciplinary actions and have the appeal rights as outlined under Article 34 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal".

Section 33.04 Political Activities

All appointed officers and employees are subject to the provisions of Government Code Sections 3201 et seq. relating to political activities. Officers and employees whose principal employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States or any Federal Agency are subject to the provisions of Sections 1501-1508, Title 5, United States Code.

Employees of Yuba County are further prohibited from using County work time, their own or that of other employees; County owned and controlled property; and or a County uniform for political activities.

ARTICLE 34 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 34.01 Disciplinary Guidelines

- A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The County's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.
- B. Disciplinary action may call for any of five steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment. There may be circumstances when one or more steps are bypassed.
- C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- D. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

Section 34.02 Regular Employees - Disciplinary Action and Notice

Any regular employee may be reprimanded, suspended, reduced in pay, demoted or dismissed by the appropriate Department Head. The procedures outlined below shall be adhered to in all instances where said action(s) is/are contemplated.

- A. **Formal Written Reprimand.** When an employee receives a formal written reprimand from a Department Head, the employee has ten work days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed two years from the date the final reprimand was issued.
- B. **Suspension, Reduction in Pay, Demotion or Dismissal.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

- C. **Notice to Employee.** After the discussion in Paragraph (B), a Department Head who concludes that suspension, demotion or dismissal is justified, shall notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. Said notice must be served on the employee at least five work days before the intended action.
- D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee's job status, management reserves the right to immediately remove an employee from the workplace for irrational or improper behavior, and place an employee on paid or unpaid administrative leave. Unpaid leave is appropriate when the employee and/or her/his representative are unreasonably unavailable during the disciplinary process. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.
- E. **Written Notification.** All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.
- F. **Employee Right to Respond.** The employee shall be entitled to a meeting with the Department Head or designee within five working days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. Subsequent to meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:
 - 1. carry out the disciplinary action by written order;
 - 2. rescind the proposed action;
 - 3. impose a lesser disciplinary action; or
 - 4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

Section 34.03 Causes for Discipline

Each of the following constitutes cause for suspension, reduction in pay, demotion or dismissal of an employee or person whose name appears on any employment list.

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.

- H. Intemperance.
- I. Inexcusable absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or Board order.
- N. Violation of this Article.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions of Article 33 in this Agreement entitled Prohibited Activities.
- R. Violation of the employment of a relative rule set forth in Yuba County Merit Resolution Article 3 Subsection 10.
- S. Violation of written County or departmental policies including those relating to safety issues ~~and sexual harassment~~.
- T. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.
- U. Negligent or willful damage to public property or waste of public supplies or equipment.
- V. Failure or refusal to cooperate in an investigation being conducted by the County.
- W. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

Section 34.04 Right of Appeal

- A. Any regular employee, except a probationary employee, who is suspended, demoted or dismissed, may appeal such order or decision under filing notice of appeal with the Human Resources Director within five work days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in Article 30 of this Agreement entitled Probationary Periods. Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer, and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the Department Head in order to determine if a hearing is necessary.

- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the parties may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within ten days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.
- C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least 15 calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 34.05 Hearing

The following rules shall apply to any Hearing conducted under the provisions of this Section.

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11450.05 et seq. of the Government Code.
- C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.
- D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this Section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 34.06, the Board shall establish such time limitations.
- E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
1. in the event the employee is fully reinstated, **or**
 2. the employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

Section 34.06 Decision

- A. The Hearing Officer shall within 30 calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee. These findings and recommendations must be agendaized for presentation to the Board of Supervisors in accordance with standard agendaizing procedures at its first regular meeting after they have been received.

The Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within 20 calendar days after the presentation of said findings and recommendations to the Board. The Board may:

1. Follow the recommendation of the Hearing Officer; **or**
2. Reinstatement the employee; **or**
3. Order any disciplinary action which it judges to be appropriate based on the evidence; **or**
4. Rehear the matter under the provisions of Section 34.05 of this Article.
5. In these cases, the Board's decision shall be final and binding on all parties.

B. The procedures in this Subsection shall be followed except as outlined below;

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this Agreement.
3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
6. The decision of the Hearing Officer, as outlined in Section 34.06 B 1 and 2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 35 - GRIEVANCE PROCEDURES

Section 35.01 Section Purpose

The grievance procedures are intended to provide employees a means to have their grievance heard in a fair, clear, and expedient manner. At the same time supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.

Section 35.02 Definition

A grievance may be filed by an employee if a management interpretation or application of a law, ordinance, resolution, regulation, rule, or other agreement adversely affects the employee's wage, hours, or conditions of employment. Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of the Board of Supervisors.

This does not preclude an employee or his/her representative from addressing the Board of Supervisors on a matter that is not covered under any other existing appeal or grievance process.

Section 35.03 General Provisions

- A. Employees are entitled to union representation at any level of the grievance process.
- B. Employees are entitled to reasonable release time at any level of the grievance process.
- C. Timeliness: If the employee or recipient of the grievance is absent from the normal work site for longer than a week, the grievance may be held in abeyance until the absent party returns. This doesn't preclude the parties from mutually agreeing in writing to waive or extend the timelines at any step. Keeping in mind that timely processing of the grievance is in all parties' best interests.
- D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

Section 35.04 General Procedures

Step 1:

All grievances must be initially filed in writing on the form designated by the Human Resources Director with the immediate supervisor within 15 calendar days of the situation used as the basis of the grievance, or, from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; as well as any requested remedy. The supervisor will also be required to give the employee a written response within 15 calendar days of receipt of the grievance. The supervisor will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the supervisor fails to provide a response within 15 calendar days of receipt of the grievance, it will automatically be elevated to a Step 2 grievance.

Step 2:

If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within 15 calendar days of the immediate supervisor's decision. The Department Head will then review the original written grievance and response by the supervisor and give the employee a written response within 15 calendar days of receipt of the employee's Second Level grievance request. Based on the submitted documents or other facts related to the original grievance, the Department Head will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the

remedy is being denied. If the Department Head fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, it will automatically be elevated to a Step 3 grievance.

Step 3:

If the grievance is not resolved at Step 2, it may be submitted to the Human Resources Director for consideration within 15 calendar days of the Department Head's decision. The Human Resources Director will review the original written grievance and responses by the supervisor and Department Head and shall either schedule a meeting with the employee to discuss the grievance or give the employee a written response within 15 calendar days of receipt of the employee's Third Level grievance request. Based on the submitted documents, the Human Resources Director will state Human Resource's position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Human Resources Director fails to provide a response within 15 calendar days of receipt of the Step 3 grievance or the meeting, whichever is later, it will automatically be elevated to a Step 4 grievance.

Step 4:

- A. If the grievance is not resolved at Step 3, either party may within 15 calendar days request advisory arbitration. A request to proceed to advisory arbitration shall be filed with the Human Resources Director, who will act promptly to request a list of seven arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to both the County and Union. Once the parties have received the lists, representatives of the parties will meet within 5 working days to determine if they can mutually agree upon using one of the arbitrators listed. Should the parties not be able to reach agreement, the parties shall alternately strike one name from the list until only one name remains. That person shall be the Arbitrator. The right to strike the first name shall be determined by lot.
- B. Where practicable, the date for a hearing shall not be less than 10 days, nor more than 30 days, from the date of the selection of the Arbitrator. The parties may stipulate to a longer period of time for commencing with the grievance hearing.
- C. The Human Resources Director shall duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven calendar days prior to the grievance hearing.
- D. All grievance hearings shall be closed to the public except when the parties stipulate otherwise. The hearing shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Arbitrator as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11450.05 et seq.
- E. The Arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than 30 days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The Arbitrator's decision shall set forth which alleged violations, if any, are sustained and the reasons therefore. The Arbitrator's decision shall set forth findings of fact and conclusions of law. The Arbitrator may sustain or reject any or all of the charges filed in the grievance. The Arbitrator's opinion shall be advisory only.
- F. Written findings and recommendations shall be forwarded by the Arbitrator to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee and her/his representative. These findings and recommendations must be agendized for presentation to the Board of Supervisors in accordance with standard

agendizing procedures at its first regular meeting after they have been received. If within 30 days of receipt by the parties of the Arbitrator's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors may review the record of the proceedings and will take the findings and recommendations of the Arbitrator under advisement. The Board will render a decision within 20 days after the presentation of said finding and recommendations to the Board. The Board, in its sole discretion, may:

Follow the recommendation of the Arbitrator; or
Order any action which it deems appropriate based upon the totality of the circumstances.

- G. If neither party files such appeal within the above 30 day period, the decision of the Arbitrator shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.
- H. Each party shall bear equally the cost of facilities, fees, and expenses of the Arbitrator and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.
- I. The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

ARTICLE 36 - JOINT LABOR MANAGEMENT COMMITTEE (JLMC)

Section 36.01 Purpose

The parties agree that regular and open communication is vital to the establishment and continuation of an effective labor management relationship. Toward that end the parties agree to the establishment of a Joint Labor Management Committee (JLMC) whose purpose shall be to foster open good faith communications between the County and YCEA, to encourage dialogue regarding workplace issues and to attempt to resolve issues of mutual concern.

Section 36.02 Organization

The JLMC will be organized as follows:

- A. YCEA shall be entitled to three (3) representatives to each JLMC meeting, as well as the YCEA Executive Director or his/her designee. The Executive Director shall serve as co-chairperson for YCEA.
- B. The County shall be entitled to three (3) management representatives as well as the Human Resources Director or her/his designee, who shall serve as co-chairperson for the County.
- C. Additional YCEA and County management representatives may attend a scheduled meeting based upon the issues which are agendized for discussion at any scheduled meeting. The number of YCEA representatives to be released shall be by mutual agreement of the YCEA Executive Director or designee and the Human Resources Director or designee.
- D. The JLMC shall meet at least quarterly. The first meeting of the JLMC shall occur within sixty (60) calendar days following the adoption by the Board of the successor Master Labor Agreement, and shall focus on the following issues:
 - 1. GPS Tracking & Surveillance Cameras
 - 2. Social Worker Caseloads
 - 3. Execution of Discipline/Investigation Process
- E. For subsequent meetings, the parties agree to exchange proposed agenda items with each other at least seven (7) calendar days in advance of each meeting so that the appropriate YCEA and/or management representatives may be scheduled/released to attend and take part in the agenda item discussion.
- F. Should the JMLC develop a mutually acceptable resolution to the issues under discussion the resolution will be implemented as soon as administratively practical.

ARTICLE 37 - MISCELLANEOUS

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this Agreement and any employee who fails to carry out his/her responsibilities under this Agreement.

Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Agreement.

Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Agreement, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Agreement, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

If there should be a conflict between language in the County of Yuba Resolutions #2002-21, #2005-113, or subsequently adopted revisions, and this Agreement, this Agreement shall prevail. All ordinances, resolutions or rules not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Signed and agreed upon on _____ by the following parties:
(DATE)

COUNTY OF YUBA

John Nicoletti, Chair
Board of Supervisors

Martha K. Wilson
Human Resources Director

YUBA COUNTY EMPLOYEES ASSOCIATION

Robin Timoszyk,
YCEA President

Gary Stucky
YCEA Executive Director



*ORDINANCES
AND
PUBLIC HEARINGS*

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**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: July 22, 2014
TO: Board of Supervisors
FROM: Martha K. Wilson, Human Resources Director



RECOMMENDATION

Adopt the attached ordinance adopting an amendment to the existing contract between the County of Yuba and the Public Employees' Retirement System Board of Administration to include Section 21548 (Pre-Retirement Option 2W Death Benefit) for service credit accumulated on and after the effective date of this amendment to contract for Local Safety members.

DISCUSSION

During contract negotiations with the Deputy Sheriff's Association (DSA), Management Sheriff's Association (MSA) and Probation Peace Office Association (PPOA) the County agreed to research and implement the Pre-Retirement Option 2W Death Benefit for CalPERS Safety Retirement members. This benefit is already afforded to the CalPERS Miscellaneous Retirement members.

The attached Ordinance is required for CalPERS to continue the process of the contract amendment and allows the County to implement the benefit. It is anticipated this contract amendment will be final and in effect by September 1, 2014.

COMMITTEE

None – Administrative Only.

FISCAL IMPACT

An actuarial valuation for the adoption of this plan amendment determined that the change in present value of benefits would be \$332,177, resulting in a minimal change to the total employer rate of 0.095%. For FY 14/15, this translates into \$8,599 General Fund and \$1,575 non-General Fund, to be absorbed by impacted departments.

ORDINANCE NO. _____

**TITLE 3: PERSONNEL – ADDING CHAPTER 3.40.041: AN ORDINANCE
ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE
COUNTY OF YUBA AND THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: _____



THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California, and thenceforth and thereafter the same shall be in full force and effect.

Section 2. That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 3. The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 4. Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.041 as follows:

"The Board of Supervisors of the County of Yuba has entered into a contract with the Board of Administration, California Public Employees' Retirement System effective February 1, 1960, and witness December 30, 1959, and as last amended July 1, 2007. Pursuant to Government Code sections 20460 et seq., the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on July 22, 2014, and on file with the Clerk of the Board of Supervisors to include Section 21548 (Pre-Retirement Option 2W Death Benefit) for service credit accumulated on and after the effective date of this amendment to contract for local safety members."

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Yuba

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007 and July 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective July 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- a. County Peace Officers (included as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits).
 - c. Section 20965 (Credit for Unused Sick Leave).
 - d. Section 21024 (Military Service Credit as Public Service).
 - e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after the effective date of this amendment to contract for local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- 10. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 12. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF YUBA

BY _____
RENEE OSTRANDER, ACTING CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901


LOUIE B. MENDOZA, JR.
 AGRICULTURAL COMMISSIONER
 DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
 ASSISTANT
 AGRICULTURAL COMMISSIONER
 DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors

From:  Louie B. Mendoza Jr., Agricultural Commissioner

Subject: Proposed ordinance adding chapter 8.100 to Title VIII of the Yuba County Ordinance Code relating to the prevention of nut crop theft.

Date: July 8, 2014

Recommendation:

Consider adoption of the attached proposed ordinance adding chapter 8.100 to Title VIII of the Yuba County Ordinance Code relating to the prevention of nut crop theft that will establish requirements for transportation and identification of nut crops including establishing a “walnut buying period” to help prevent theft of nut crops in Yuba County.

Background:

Walnut theft in our county and region continues to be an ongoing issue due to the high market value of walnuts. Walnuts were the leading Yuba County commodity valued at almost \$60 million (2012 crop report); planted walnut acreage continues to increase in the county; from 11,211 acres in 2007 to 15,773 acres 2013. The Agriculture Department as well as the Sheriff’s office has received calls from walnut growers over the last several years seeking a way to deter walnut theft during the walnut harvest season in Yuba County.

The Yuba County Agricultural Commissioner is proposing the attached nut theft ordinance to the Yuba County Board of Supervisors for consideration of approval and implementation prior to this year’s walnut harvest season. The Yuba County Sheriff and District Attorney have also provided support for the proposed ordinance. Butte, Glenn and Tehama Counties, have already adopted similar ordinances in 2013 to help detour walnut theft in their counties Walnuts.

Discussion:

With adoption of the proposed ordinance, a primary component of the ordinance will be the establishment of a “walnut buying period” that will only allow walnuts to be “sold” to or purchased by a non-processing walnut buying operation after the declared conclusion of harvest of the “Chandler” walnut variety. The proposed ordinance also provides requirements for identification (proof of ownership certificate), record keeping, inspection and transportation of walnuts. The proposed ordinance will facilitate inspection by peace officers and the agricultural commissioner in determining ownership of commodities as well as providing for administrative penalties.

A workshop to discuss the proposed ordinance with walnut growers and processors was held on Monday, June 16, 2014. There was general support at the workshop to have Yuba County move forward with the proposed

ordinance. The proposed ordinance does not affect growers that deliver their commodity from their farm or ranch to a commercial packing or processing facility.

Fiscal Impact:

The agriculture department is expecting a minimal fiscal impact that would not require any additional County General Funds.

Committee Action:

The Protective Inspection Committee was bypassed due to time sensitivity. Board of Supervisors scheduled meetings, as well as that of the agricultural commissioner is limited during July 2014. The second reading of the proposed ordinance would be scheduled for July 22, 2014 and if adopted, would not take effect for 30 days after adoption by the Board. This allows for the implementation of the proposed ordinance with the start of the 2014 walnut harvest season in September.

Enclosure: Ordinance
 Proof of Ownership Certificate

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PROOF OF OWNERSHIP CERTIFICATE
POSSESSION OF AGRICULTURE COMMODITIES

Grower/Provider of Commodity

NAME: _____ PHONE: _____

ADDRESS: _____

Commodity/Variety Name: _____

Commodity source location: _____

Estimated Amount: _____

SIGNATURE: _____ Date: _____

Possessor of Commodity

NAME: _____ PHONE: _____

ADDRESS: _____

SIGNATURE: _____ Date: _____

////////////////////////////////////

SELLER'S NAME: _____ PHONE: _____

ADDRESS: _____

SELLER'S SIGNATURE: _____

SELLER'S DRIVER'S LICENSE #: _____ VEHICLE LICENSE PLATE #: _____

BUYER'S NAME: _____ PHONE: _____

ADDRESS: _____

BUYER'S SIGNATURE: _____

ADDRESS WHERE GROWN: _____

CONDITION: _____ Commodity/Variety: _____ WEIGHT: _____

DATE OF TRANSACTION: _____ TIME: _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

EXECUTED THIS _____ DAY OF _____ 20____ AT _____, CALIFORNIA

SELLER: _____

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

EXECUTED THIS _____ DAY OF _____ 20____ AT _____, CALIFORNIA

BUYER: _____

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1 **THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF**
2 **CALIFORNIA DOES ORDAIN AS FOLLOWS:**

3
4 **SECTION 1.** This ordinance shall take effect Thirty (30) days after its passage, and
5 before the expiration of Fifteen (15) days after its passage a summary shall be published, with
6 the names of the members voting for and against the same, once in a local newspaper of general
7 circulation in the County of Yuba, State of California.

8
9 **SECTION 2.** Chapter 8.100 is hereby added to Title VIII of the Yuba County
10 Ordinance Code which are the provisions establishing requirements regarding the transportation
11 and identification of nut crops, including establishing a walnut buying period to prevent the theft
12 of nut crops in Yuba County and reads in its entirety as follows:

13	Section 8.100.010.	Purpose and Intent.
14	Section 8.100.020.	Definitions.
15	Section 8.100.030.	Proof of Ownership Certificate.
16	Section 8.100.040.	Same – Inspection, Presentation and Retention.
17	Section 8.100.050.	Falsification of Proof of Ownership.
18	Section 8.100.060.	Inspection/Vehicle Stops.
19	Section 8.100.070.	Seizure of Agricultural Commodities.
20	Section 8.100.080.	Exemptions.
21	Section 8.100.090.	Violations.
22	Section 8.100.100.	Civil Penalties.
23	Section 8.100.110.	Remedies Cumulative.
24	Section 8.100.120.	Transportation or Sale of Walnuts to Non-processing Walnut Buying Operations Outside of the Walnut Buying Period is Prohibited.

25
26 **8.100.010. Purpose and Intent.**

27 In § 851, et seq, of the Food and Agriculture Code the Legislature established
28 minimal requirements concerning Agriculture Theft Prevention. This Chapter is adopted

1 pursuant to Article XI, § 7 of the California Constitution, which authorizes the County to exercise
2 the police power of the State by adopting regulations promoting the public health, public safety,
3 and the general welfare of its citizens, and Food and Agriculture Code § 866. In this article,
4 Yuba County establishes additional requirements regarding the transportation and identification
5 of nut crops, including establishing a walnut buying period. It is the purpose and intent of this
6 article to establish a means of verifying ownership of specified agricultural commodities in order
7 to prevent and deter theft of these commodities and to provide a means for local enforcement of
8 laws and regulations pertaining to the purchase and sale of these commodities.

9
10
11 **8.100.020. Definitions.**

12 Except where the context otherwise requires, the following definitions shall govern
13 the construction of this chapter:

14 (1) "Agricultural commissioner" is defined as the agricultural commissioner of
15 Yuba County and designated representatives.

16 (2) "Agricultural commodities" or "commodity" is defined as any nut crop of any
17 quantity.

18 (3) "Buyer" is defined as an individual or entity engaged in the purchase of an
19 agricultural commodity, and who is licensed to engage in such business by the state.

20 (4) "Grower" is defined as the person who has personally, or through the
21 employment of others, grown and harvested an agricultural commodity.

22 (5) "Non-processing walnut buying operation" is defined as a buyer of walnuts
23 that have not been dried or processed who does not have a permanent form of on-site processing
24 or does not operate a walnut processing facility.
25

1 (6) “Person“ is defined as any individual, firm, partnership, joint venture,
2 corporation or other entity possessing, buying, transporting or selling an agricultural commodity
3 as a principal or as an agent of another.

4 (7) “Processor” is defined as all nut processing facilities which have a permanent
5 functioning form of processing on site and is compliant with Yuba County building and zoning
6 requirements.

7 (8) “Proof of ownership” is defined as:

8 (a) If the possessor of the agricultural commodity is the grower of the
9 commodity, proof that the commodity was grown by that grower. Proof of ownership in this
10 context shall mean documents or information sufficient to verify that the possessor is the grower
11 of the commodity.

12 (b) If the possessor of the agricultural commodity is other than the grower of
13 the commodity, the possessor of the commodity must have a completed proof of ownership
14 certificate in a form approved by the agricultural commissioner meeting the requirements of
15 Section 8.100.030. such form utilized for this purpose shall be signed by the possessor of the
16 agricultural commodity and signed by the person who sold or provided the agricultural
17 commodity to the person in possession.

18 (9) “Seller” is defined as a person who sells or attempts to sell an agricultural
19 commodity to a buyer or other person.

20 (10) “Walnut Buying Period” is defined as the declared conclusion of harvest of the
21 Chandler variety of walnuts by the agricultural commissioner, after consultation with a
22 committee of walnut growers, whereupon non-processing walnut buying operations within the
23 boundaries of Yuba County may lawfully purchase and receive walnuts that have not been dried
24 or processed. Such period shall be proclaimed seventy-two (72) hours in advance by press
25

1 release and posted on the County website, and shall last until April 30th of the following year.

2 (11) "Walnut" is defined as walnuts of the English (*Juglans regia*) varieties grown
3 in California, of any quantity, in a raw and unprocessed form.

4
5
6 **8.100.030. Proof of Ownership Certificate.**

7 A proof of ownership certificate form approved by the agricultural commissioner
8 shall contain the following information:

- 9 (1) Name, address, telephone number, and signature of the seller.
10 (2) Name, address, telephone number, and signature of the buyer.
11 (3) The vehicle license plate number of the seller.
12 (4) The driver's license number of the seller.
13 (5) The weight of the agricultural commodity purchased.
14 (6) The date and time of the transaction.
15 (7) The variety and condition of the agricultural commodity.
16 (8) Specific identification of the source of the commodity being sold. This shall
17 mean, if the seller is the grower of the commodity, the address at which the commodity was
18 grown. This shall mean, if the seller is not the grower of the commodity, the name and address
19 and phone number of the person from whom that seller obtained the commodity, and if known,
20 the address where the commodity was grown.

21 It is the responsibility of a buyer to obtain the requisite information to permit
22 completion of the proof of ownership certificate form. The proof of ownership certificate shall
23 not be valid unless signed by both the person in possession of the commodity and by the person
24 from whom the possessor obtained the commodity.
25

1 **8.100.040. Same – Inspection, presentation and retention.**

2 (a) The proof of ownership certificate form shall be retained with the agricultural
3 commodity to which it pertains while the commodity is in any person's possession, while being
4 transported and until sold.

5 (b) Upon probable cause to believe that any agricultural commodity is in the unlawful
6 possession of any person, the agricultural commissioner, or his or her designee, and any peace
7 officer may inspect the commodity and request that a valid form of proof of ownership be
8 provided. The possessor of the commodity shall permit inspection of the commodity and of
9 corresponding proof of ownership certificate form. If the possessor is a grower, the grower shall
10 provide information sufficient to verify that status. If the possessor is not the grower, upon
11 reasonable notice, a copy of the proof of ownership certificate form shall be provided.

12 (c) To facilitate inspection by the agricultural commissioner, or his or her designee, the
13 buyer shall purchase and keep the commodity at a place of business in compliance with the
14 county building and planning/zoning ordinances, until transported for resale or other handling.

15 (d) Following any sale of the agricultural commodity by the buyer, the proof of
16 ownership certificate form shall be retained by the buyer for a period of two (2) years from the
17 date of such sale. Buyers shall also retain any records pertaining to the resale of agricultural
18 commodities to which the proof of ownership certificate form pertains, for a period of two (2)
19 years.

20
21
22 **8.100.050. Falsification of Proof of Ownership**

23 It is unlawful for any person to knowingly falsify or cause the falsification of, any
24 proof of ownership certificate, or other document presented as evidence of a person's ownership.
25

1 **8.100.060. Inspection/Vehicle Stops**

2 Any peace officer may, upon having probable cause to believe a person is in illegal
3 possession of agricultural commodity in violation of this chapter, stop that person and search and
4 inspect the agricultural commodity and request proof of ownership. If the agricultural
5 commissioner, or his or her designee, has probable cause to believe that any agricultural
6 commodity is unlawfully possessed, he or she may request a peace officer to stop a vehicle or
7 other form of transportation for inspection.

8
9 **8.100.070. Seizure of Agricultural Commodities**

10 Upon reasonable belief that a person is in unlawful possession of an agricultural
11 commodity in violation of this chapter, the commodity, or any portion of a commodity, which is
12 reasonably determined to be unlawfully possessed, may be seized, held, and disposed of by the
13 agricultural commissioner the manner provided in Sections 882 through 884 of the California
14 Food and Agricultural Code.

15
16 **8.100.080. Exemptions.**

17 This article shall not apply to the following:

18 (1) Commodities transported directly by a grower or agent from the farm or ranch
19 where they are grown to a commercial processing or packing plant within this state for
20 processing or packing.

21 (2) Commodities transported and accompanied by a valid permit, disposal order,
22 or certificate issued by the agricultural commissioner for any reason other than to comply with
23 this article.

24 Notwithstanding the exemption provided in subsections (1) and (2) above, the
25

1 agricultural commissioner, or his or her designee, and any peace officer may inspect any
2 agricultural commodity as provided in this article and may require that information be provided
3 sufficient to permit verification that the exemption applies in the circumstances presented.
4

5 **8.100.090. Violations**

6 Any person violating any of the provisions of this article shall be guilty of a
7 misdemeanor.
8

9 **8.100.100. Civil Penalties.**

10 In addition to any other penalty, each violation of this chapter may be subject to an
11 administrative penalty of not more than five hundred dollars (\$500) for the first violation, and of
12 not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for a
13 second or subsequent violation. The administrative penalty may be imposed via the
14 administrative process set forth in this section, as provided in Government Code Section
15 53069.4. The Agricultural Commissioner may commence the administrative process by issuance
16 of a Notice of Violation and Proposed Administrative Penalty, which shall state the amount of
17 the proposed administrative penalty and the reasons therefore. The Notice shall inform the
18 recipient of their right to request a hearing before the Board of Supervisors in accordance with
19 this section. If such a hearing is not requested within thirty days after issuance of the Notice, the
20 proposed penalty shall become final and conclusive, and the Person to whom the notice was
21 issued shall immediately make payment of the penalty amount to the county. If the Person to
22 whom the Notice timely requests a hearing, the Person shall be notified by certified mail when
23 the matter has been set for hearing. After the hearing, the Board of Supervisors may affirm,
24 modify, or set aside, in whole or in part, by its own order, any order of the Agricultural
25

Commissioner imposing an administrative penalty. Any order of the Board of Supervisors shall become effective upon issuance thereof and shall be served by certified mail upon the appellant. Payment of an administrative penalty specified in the Board of Supervisors' order shall be made to the County within thirty days of service of the order. In addition to any other remedy, the County may prosecute a civil action through the office of the County Counsel to collect any administrative penalties imposed pursuant to this section. In determining the amount of the administrative penalty, the Agricultural Commissioner, or the Board of Supervisors if a hearing is requested, shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require.

8.100.110. Cumulative remedies.

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law.

8.100.120. Transportation or Sale of Walnuts to Non-processing Walnut Buying Operations Outside of the Walnut Buying Period is Prohibited.

Walnuts that have not been dried or processed shall not be transported to, sold to, purchased by, or received by, a non-processing walnut buying operation within the boundaries of Yuba County outside of the Walnut Buying Period, as established by the agricultural commissioner.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Ferris, Rachel

From: Claudia Street <claudia@ysfarmbureau.com>
Sent: Friday, June 27, 2014 3:12 PM
To: Board Comments
Subject: Walnut Theft Ordinance - Letter of Support
Attachments: YSFB_WalnutTheftOrdinance_6.2014.pdf

Chairman Nicoletti,

Please accept the attached letter prepared by the Yuba-Sutter Farm Bureau which supports the proposed Walnut Theft Ordinance presented by the Yuba County Ag Department. This item will be on your July 8th Yuba County Board of Supervisor's agenda. Representatives from Yuba-Sutter Farm Bureau will be present at the meeting to provide our support and to answer any questions.

Regards,

CLAUDIA STREET
Yuba-Sutter Farm Bureau
Executive Director
Office: (530) 673-6550
Fax: (530) 671-5836
475 N. Palora Ave, Suite A
Yuba City, CA 95991





Yuba-Sutter Farm Bureau

Serving Agriculture Since 1919

June 24, 2014

Mr. John Nicoletti, Chairman
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RE: Support of Proposed Walnut Theft Ordinance

Dear Chairman Nicoletti,

The Yuba-Sutter Farm Bureau (YSFB) is a non-governmental, non-profit, voluntary membership California Corporation whose purpose is to protect and promote agricultural interests throughout Yuba and Sutter counties, by representing over 1,250 local YSFB members.

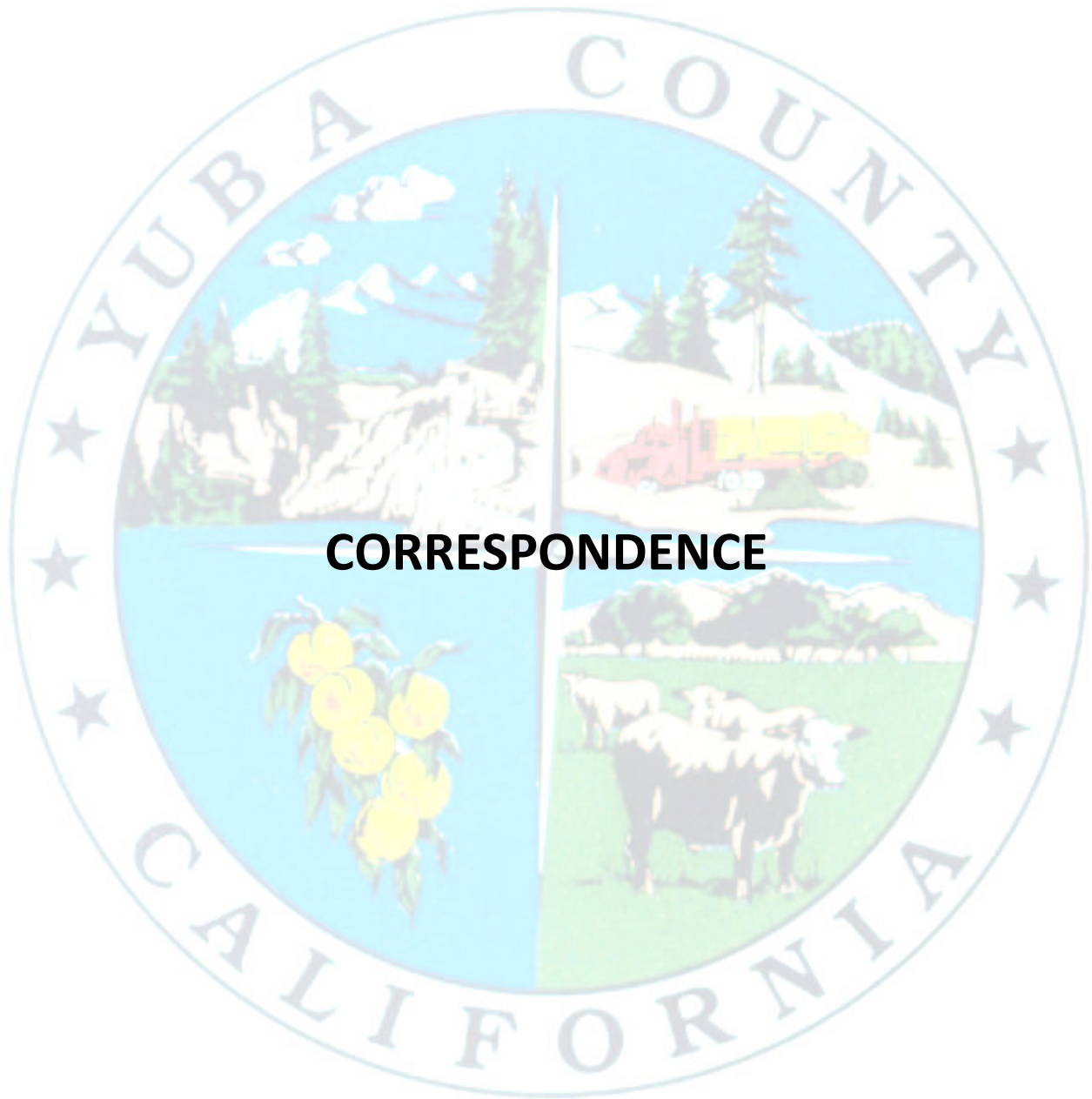
YSFB supports the proposed Walnut Theft Ordinance presented by the Yuba County Ag Department. The provisions included in the ordinance to establish requirements regarding the transportation and identification of nut crops, as well as establishing a walnut buying period, will aid in preventing the theft of nut crops in Yuba County. In addition, the provisions that outline methods to verify ownership and establish laws and regulations pertaining to the purchase of these commodities will assist in serving the purpose to deter illegal activity.

Neighboring counties of Butte, Colusa, Glenn and Tehama have adopted similar ordinances. Expanding the geographic scope of law enforcement capabilities to verify ownership of specified agricultural commodities will strengthen the message to potential thieves.

Thank you for the opportunity to comment on this matter and to provide support of the proposed Walnut Theft Ordinance. YSFB appreciates the Yuba County Board of Supervisor's consideration of the farmer's perspective in this matter. If you have any questions in relation to this letter, please do not hesitate to contact me directly.

Sincerely,

Jon Munger
President





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JUL 1 2014

RESOLUTION NO. 09-14

Clerk/Board of Supervisors

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WHEATLAND
REQUESTING CONSOLIDATION OF CITY ELECTION
WITH THE NOVEMBER 4, 2014 STATEWIDE ELECTION**

WHEREAS, the City must fill two full-term City Council member offices, which offices are up for reelection this year, at a general municipal election;

WHEREAS, under Elections Code sections 10400 through 10418, the City's general municipal election may be consolidated with a regular statewide election; and

WHEREAS, there is a regular statewide election scheduled in California for Tuesday, November 4, 2014;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheatland as follows:

1. Pursuant to Elections Code section 10403, the City Council hereby requests that the City's general municipal election be consolidated with, held on the same day as, and appear on the same ballot as the regular statewide election scheduled for Tuesday, November 4, 2014.

The City offices to be voted upon at that consolidated election are two full-term City Council member offices.

2. The City Council further requests that the Yuba County Clerk render the following services on behalf, and at the proportional expense, of the City in connection with the City's general municipal election:

- (a) Prepare and publish all legal notices;
- (b) Provide necessary supplies and equipment;
- (c) Establish election precincts and polling places and appoint a precinct board;
- (d) Prepare and mail sample ballots and absentee ballots;
- (e) Provide ballots, including absentee ballots, and provide voting equipment at polling places;
- (f) Canvass votes after the election;
- (g) Prepare and submit to the City Council a certification of election results; and
- (h) Perform all other duties required by federal and state law pertaining to the conduct of municipal elections, except the issuance and filing of candidates' nomination papers and the administration of applicable provisions of the Political Reform Act of 1974.

candidates' nomination papers and the administration of applicable provisions of the Political Reform Act of 1974.

The City Council understand and agrees that the City shall reimburse Yuba County in full for all services performed by the Yuba County Clerk on behalf of the City, and that the reimbursement shall be made upon presentation to the City of a bill for such services.

3. Pursuant to Elections Code section 10403, the City Council hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418. Section 10418 provides that the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connection with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election. Section 10418 further provides that the precincts used at the consolidated election shall be those used for the statewide, special, or regularly scheduled election and, where necessary, the county elections official may adjust precinct lines to coincide with the boundaries of the particular jurisdiction.

4. The City Clerk is hereby authorized and directed to file certified copies of this resolution with the Yuba County Clerk and the Yuba County Board of Supervisors.

PASSED AND ADOPTED by the City Council of the City of Wheatland on this 10th day of June 2014 by the following vote:


AYES: Pendergraph, Coe, West

NOES:

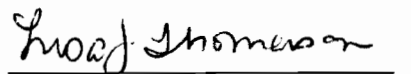
ABSTAIN:

ABSENT: Henderson, McIntosh

By:


Rick West, Mayor

Attest:


Lisa J. Thomason, City Clerk

Yuba County Commission on Aging
Annual Report June 2014

B

Per the by-laws of the Yuba County Commission on Aging, we submit to the Yuba County Board of Supervisors the 2012-2013 annual report.

Objectives: Be the eyes and ears of Yuba County for Seniors

Assist Senior Center in developing a plan to acquire funds to keep the Center open and in full operation.

- Fund raisers – rummage sales, increase bingo games, farmers market
- Community partners – share building and expenses, health fairs, after- school programs, banking services

Monitor and advocate for continuous healthy food services

- Area 4 – food services – Farmers market vouchers for seniors
- FREED – food coupons, Safety and Home Modifications
- Local food distribution centers for seniors

Community partners

- Legal Center for Seniors – Legal Program: free legal service and assistance for seniors; community education on legal issues affecting seniors, Information and Assistance Program: Information on senior services and resources; referrals to senior oriented community services and resources; workshops on fall prevention, home safety, etc
- FREED programs, senior transportation vouchers
- Health and Human Services – updates of services for Seniors
- Home Health Care Management

Monitor Senior programs needs and compliance

- Meeting scope goals

Submitted by the Yuba County Commission on Aging

Trudy Hinojosa	District 1	Angie Gates	District 2
Daisy Shelton	District 3	Debbie Panteloglow	District 4
Sue Cejner-Moyers	District 5	Gayle Diamond	At-Large
John Hollis	A4AA Rep	Gary Arlington	At-Large



Yuba County, California

July 2, 2014

Donna Stottlemeyer
Clerk of the Board of Supervisors
C/O Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RECEIVED

JUL 3 2014

Clerk/Board of Supervisors

Subject: Reclamation District 784 2014-15 Benefit Assessments

Attachments:

- Reclamation District 784 Resolution 2014-07-01, Confirming the District Diagram and Assessment and Ordering the Levy of Assessments for Fiscal Year 2014-15 For the Reclamation District 784 Operations and Maintenance Assessment District.
- July 1, 2014 Resolution Staff Report.

Dear Ms. Stottlemeyer,

On July 1, 2014, the Reclamation District 784 Board of Trustees passed Resolution 2014-07-01 which confirmed the District's benefit assessment and ordered the levy of the 2014-2015 Benefit Assessments.

A copy of the Resolution and the supporting staff report is being forwarded to the Yuba County Board of Supervisors for information.

Sincerely,

A handwritten signature in cursive script that reads 'Steve Fordice'.

Steve Fordice, General Manager
Reclamation District 784
1594 Broadway St.
Arboga, CA 95961

RESOLUTION NO. 2014-07-01
A RESOLUTION
CONFIRMING DISTRICT DIAGRAM AND ASSESSMENT,
AND ORDERING THE LEVY OF ASSESSMENTS FOR FISCAL YEAR 2014-15
FOR THE RECLAMATION DISTRICT NO. 784 OPERATION AND MAINTENANCE ASSESSMENT DISTRICT

WHEREAS, in accordance with Article XIII D of the California Constitution, Sections 53750 et seq. of the California Government Code, Sections 51200 et seq. of the California Water Code, Reclamation District 784 ("the District") has established a special benefit assessment to fund operation and maintenance of flood control works within the District's geographical boundaries, including, but not limited to, levees, drainage canals, detention basins, and pumping stations; and

WHEREAS, such maintenance services provide tangible special benefits to the properties within the areas of such services; and

WHEREAS, the Board of Directors of Reclamation District No. 784 authorized the levy of assessments for the Operation and Maintenance Assessment District (the "Assessment") pursuant to the provisions of the Government Code section 53750, 54710 et seq. and Article XIID of the California Constitution; and

WHEREAS, notice was given, ballots were distributed, public hearings were held, and said ballots were received and counted in accordance with State law, confirming that a majority of the votes received were in favor of the assessment, and the assessment was duly established and levied; and

WHEREAS, in accordance with Article XIII D, Sections 53750 et seq. of the California Government Code, and Sections 51200 et seq. of the California Water Code, an Engineer's Report was duly filed with the District to properly apportion the costs of benefits to each parcel of land subject to the assessment in proportion to the benefits to be received and said Engineer's Report was duly approved by the District's Board of Trustees; and

WHEREAS, prior to the adoption of the Resolution, the District's Board of Trustees held at least one public meeting, noticed in accordance with State law, at which oral and written presentations were permitted;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Reclamation District No. 784 that:

SECTION 1. The Assessment together with the proposed assessment roll for fiscal year 2014-15 is hereby confirmed and approved.

SECTION 2. SCI Consulting Group, the Engineer of Work, prepared an engineer's report in accordance with Article XIID of the California Constitution and Government Code section 53750, 54710 et seq., for the Assessment (the "Report"). The Report has been made, filed with the District and duly considered by the Board, and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

SECTION 3. At the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy of Assessment were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board there by acquired jurisdiction to order the levy of assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

SECTION 4. That based on the oral and documentary evidence, the Board expressly finds and determines that: (a) each of the several lots and parcels of land subject to the Assessment will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property from the levee and flood control services to be financed with assessment proceeds.

SECTION 5. That assessments for fiscal year 2014-15 shall be levied at the rate of SIXTY DOLLARS AND FORTY FOUR CENTS (\$60.44) per single family equivalent benefit unit in Zone 1, FIFTY NINE DOLLARS AND EIGHTY FOUR CENTS (\$59.84) per single family equivalent benefit unit in Zone 2, and FIFTY THREE DOLLARS AND NINETEEN CENTS (\$53.19) per single family equivalent benefit unit in Zone 3, as specified in the Engineer's Report.

SECTION 6. That the levee and flood control services to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

SECTION 7. No later than August 10th following such adoption, the Board shall file a certified copy of the resolution with the Auditor of the County of Yuba ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Levee and Flood Control Facilities Maintenance District Assessment.

SECTION 8. All revenues from Assessments shall be deposited in a separate fund established under the distinctive designation of the Reclamation No. 784 Operation and Maintenance Assessment District.

SECTION 9. The Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors of the District. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

PASSED AND ADOPTED this 1st day of July, 2014 by the following vote, to wit:

AYES 5 Rick Brown, Dave Gothnew, Sarbdeep Atwal, David Road
and Joe Danna

NAYES 0

ABSENT 0

ABSTAIN 0

ATTEST:

Rick Brown
Rick Brown
President, Reclamation District No. 784

Steven L Fordice
Steve Fordice
Secretary, Reclamation District No. 784

BOARD OF TRUSTEES

RECLAMATION DISTRICT NO. 784

MEETING DATE: JULY 1, 2014

AGENDA ITEM: Resolution No. 2014-07-01 Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Continuation of Assessments for Fiscal Year 2014-15 for the Reclamation District No. 784 Operation and Maintenance Assessment District.

BACKGROUND:

On May 6, 1908 Reclamation District No. 784 was formed to provide services for the operation and maintenance of levees within the District boundaries.

In 1998, after gaining property owner ballot support, the Operation and Maintenance District Assessment was established to provide funding for the cost of levee operations and maintenance within the Assessment District

- Assessment ballots were distributed, received, and counted in accordance with State law, confirming that a majority of the votes received were in favor of the assessment
- Board Approval of 1st Year Assessment Levies: June 16, 1998
- Fiscal Year 1998-1999 Approved Rate: \$60.44 per single family equivalent benefit unit (SFE) in Zone 1, \$59.84 per SFE in Zone 2, \$53.19 per SFE in Zone 3, as specified in the Engineer's report.
- Annual adjustments to rate: the ballot measure did not provide for annual adjustments or increases to the assessment rate. The annual rate shall remain at \$60.44 per SFE in Zone 1, \$59.84 per SFE in Zone 2, \$53.19 per SFE in Zone 3 each year.

RECOMMENDATION:

It is recommended that the Board hold a public hearing, consider all public comments, and subsequently approve Resolution 2014-07-01 that would approve the Engineer's Report, confirm the diagram and assessment, and order the continuation of assessments for fiscal year 2014-15 as the final step in levying the assessments for fiscal year 2014-15.

(Continued on page 2)

RESULT OF RECOMMENDED ACTION:

The Board will order the continuation of the assessments for fiscal year 2014-15, and will cause those levies to be submitted by SCI Consulting Group to the County Auditor to be included on the 2014-15 property tax bills..

PROPOSED FY 2014-15 BUDGET AND ASSESSMENT REVENUE

Total District operations and maintenance costs for Fiscal Year 14-15 is estimated to be \$1,812,463. The total amount to be assessed by the District for FY 14-15 is estimated to be \$692,307.

ENGINEER'S REPORT AND LEGAL UPDATES 2014:

The Engineer's Report establishes the important foundation and justification for the continued collection of the assessments for fiscal year 2014-15. The Engineer's Report has been reviewed in context with recent court decisions and legal requirements for benefit assessments. Some enhancements and revisions to the Engineer's Report have been made to ensure the District's assessments are fully compliant with these decisions and the requirements of Proposition 218. These revisions do not modify the underlying assessment methodology or basis for the assessments.

As an integral part of the scope of work, SCI will work with District to review the implications of these and other recent or pending court decisions.

At the June 3, 2014 Board meeting, the Board reviewed the Engineer's Report and adopted a resolution to declare its intention to continue the assessments, preliminarily approve the Engineer's Report, and provide for notice of the annual public hearing.

CONCLUSION:

It is recommended that the Board approve the Resolution approving the Engineer's Report, confirming the diagram and assessment, and ordering the continuation of assessment for fiscal year 2014-15 for the Operation and Maintenance Assessment District.

D

Commissioners
Michael Sutton, President
 Monterey
Jack Baylis, Vice President
 Los Angeles
Jim Kellogg, Member
 Discovery Bay
Richard Rogers, Member
 Santa Barbara
Jacque Hostler-Carnesin, Member
 McKinleyville

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Fish and Game Commission



Sonke Mastrup, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 (916) 653-5040 Fax
www.fgc.ca.gov

RECEIVED

JUL 11 2014

To: ALL INTERESTED AND AFFECTED PARTIES

Clerk/Board of Supervisors

Notice of Location Change for Discussion/Adoption Hearings on Proposed Regulatory Actions

The August 6, 2014, Fish and Game Commission hearing at the Hilton San Diego Mission Valley has been relocated to the DoubleTree by Hilton Golf Resort San Diego, 14455 Penasquitos Drive, San Diego, CA 92129.

This location change affects the following Commission regulatory actions published in the California Regulatory Notice Register:

- Scheduled Discussion and Possible Adoption of Upland Game Bird Hunting Regulations, Section 300, Title 14, CCR – Published May 9, 2014 Register 2014, No. 19-Z (Notice File # Z2014-0429-05)
- Scheduled Discussion and Possible Adoption of Waterfowl Hunting Regulations, Section 502, Title 14, CCR – Published May 9, 2014, Register 2014, No. 19-Z (Notice File # Z2014-0429-06)
- Scheduled Discussion and Possible Adoption of Regulations for the Use of Tiger Salamander as Bait, Sections 200.12, 200.29 and 200.31, Title 14, CCR – Published June 20, 2014, Register 2014, No. 25-Z (Notice File # Z2014-0606-01)
- Scheduled Discussion and Possible Adoption of Regulations for the Take of Rare Plants, Section 786.9, Title 14, CCR – Published June 20, 2014, Register 2014, No. 25-Z (Notice File # Z2014-0606-02)
- Scheduled Discussion and Possible Adoption of Pacific Hagfish Trap Regulation, Section 180.6, Title 14, CCR – Published June 20, 2014, Register 2014, No. 25-Z (Notice File # Z2014-0609-01)
- Scheduled Discussion and Possible Adoption of Commercial Herring Fishery Regulations, Sections 163 and 164, Title 14, CCR – Published June 20, 2014, Register 2014, No. 25-Z (Notice File # Z2014-0609-02)

For additional information, please refer to the appropriate Notice Register on-line at www.oal.ca.gov, or by contacting our office.

FISH AND GAME COMMISSION

Dated: July 9, 2014

Sonke Mastrup
 Executive Director



JOHN CHIANG
California State Controller

June 30, 2014

The Honorable John Nicoletti, Chair
Board of Supervisors
Yuba County
915 8th Street, Suite 109
Marysville, CA 95901

Dear Mr. Nicoletti:

The State Controller's Office (SCO) audited Yuba County's Road Fund for the period of July 1, 2004, through June 30, 2011.

The county accounted for and expended its Road Fund money in compliance with Article XIX of the California Constitution, the Streets and Highways Code, and the SCO's Accounting Standards and Procedures for Counties manual, except for our adjustments totaling \$22,942. We made the adjustments because the county not reimburse the Road Fund for expenditures incurred for non-road work and unsupported indirect overhead charges for the A-87 Cost Allocation Plan.

If you have any questions, please contact Steven Mar, Chief, Local Government Audits Bureau, by phone at (916) 324-7226.

Sincerely,

A handwritten signature in black ink, reading "Jeffrey V. Brownfield", is written over the typed name.

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

JVB/sk

cc: C. Richard Eberle, Auditor-Controller
Yuba County
Michael Lee, Public Works Director
Yuba County
Sean Powers, Finance and Administration Director
Yuba County
Dawn Wells, Fiscal Analyst
Yuba County

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Audit Report

Summary

The State Controller's Office (SCO) audited Yuba County's Road Fund for the period of July 1, 2004, through June 30, 2011.

Our audit found that the county accounted for and expended its Road Fund money in compliance with Article XIX of the California Constitution, the Streets and Highways Code, and the SCO's Accounting Standards and Procedures for Counties manual, except for our adjustments totaling \$22,942 identified in this report.

Background

We conducted an audit of the county's Road Fund in accordance with Government Code section 12410. The Road Fund was established by the county boards of supervisors in 1935, in accordance with Streets and Highways Code section 1622, for all amounts paid to the county out of money derived from the highway users tax fund. A portion of the Federal Forest Reserve revenue received by the county is also required to be deposited into the Road Fund (Government Code section 29484). In addition, the county board of supervisors may authorize the deposit of other sources of revenue into the Road Fund. Once money are deposited into the Road Fund, it is restricted to expenditures made in compliance with Article XIX of the California Constitution and Streets and Highways Code Sections 2101 and 2150.

Objectives, Scope, and Methodology

The objectives of our audit of the Road Fund were to determine whether:

- Highway users tax apportionments received by the county were accounted for in the Road Fund, a special revenue fund;
- Expenditures were made exclusively for authorized purposes or safeguarded for future expenditure;
- Reimbursements of prior Road Fund expenditures were identified and properly credited to the Road Fund;
- Non-road-related expenditures were reimbursed in a timely manner;
- The Road Fund cost accounting is in conformance with the SCO's Accounting Standards and Procedures for Counties manual, Chapter 9, Appendix A; and
- Expenditures for indirect overhead support service costs were within the limits formally approved in the Countywide Cost Allocation Plan.

Our audit objectives were derived from the requirements of Article XIX of the California Constitution, the Streets and Highways Code, the Government Code, and the SCO's Accounting Standards and Procedures for Counties manual. To meet the objectives, we:

- Gained a basic understanding of the management controls that would have an effect on the reliability of the accounting records of the Road

Fund, by interviewing key personnel and testing the operating effectiveness of the controls;

- Verified whether all highway users tax apportionments received were properly accounted for in the Road Fund, by reconciling the county's records to the State Controller's payment records;
- Analyzed the system used to allocate interest and determined whether the interest revenue allocated to the Road Fund was fair and equitable, by interviewing key personnel and testing a sample of interest calculations;
- Verified that unauthorized borrowing of Road Fund cash had not occurred, by interviewing key personnel and examining the Road Fund cash account entries; and
- Determined, through testing, whether Road Fund expenditures were in compliance with Article XIX of the California Constitution and with the Streets and Highways Code, and whether indirect cost allocation plan charges to the Road Fund were within the limits approved by the SCO's Division of Accounting and Reporting, County Cost Plan Unit.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We did not audit the county's financial statements. Our scope was limited to planning and performing audit procedures necessary to obtain reasonable assurance concerning the allowability of expenditures claimed for reimbursement. Accordingly, we examined transactions on a test basis to determine whether they complied with applicable laws and regulations and were properly supported by accounting records. We considered the county's internal controls only to the extent necessary to plan the audit.

Conclusion

Our audit found that the county accounted for and expended its Road Fund money in compliance with Article XIX of the California Constitution, the Streets and Highways Code, and the SCO's Accounting Standards and Procedures for Counties manual, except for the items shown in Schedule 1 and described in the Findings and Recommendations section of this report. The findings require an adjustment of \$22,942 to the county's accounting records.

Follow-up on Prior Audit Findings

Our prior audit report, issued on September 15, 2005, disclosed no findings.

**Views of
Responsible
Officials**

We discussed the audit results with county representatives during an exit conference on September 6, 2012, and again on June 18, 2014. Sean Powers, Director of Finance and Administration; and Dawn Wells, Fiscal Analyst, agreed with the audit results. Mr. Powers and Ms. Wells further agreed that a draft audit report was not necessary and that the audit report could be issued as final.

Restricted Use

This report is solely for the information and use of Yuba County, the Yuba County Board of Supervisors, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record.



JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

June 30, 2014

**Schedule 1—
Reconciliation of Road Fund Balance
July 1, 2010, through June 30, 2011**

	Amount
Beginning fund balance per county	\$ 4,181,276
Revenues	<u>14,192,488</u>
Total funds available	18,373,764
Expenditures	<u>(13,853,092)</u>
Ending fund balance per county	<u>4,520,672</u>
SCO adjustments:	
Finding 1—Unreimbursed non-road expenditures	12,718
Finding 2—Excess A-87 Cost Allocation Plan charges	<u>10,224</u>
Total SCO audit adjustments	<u>22,942</u>
Ending fund balance per audit	<u>\$ 4,543,614</u>

Findings and Recommendations

FINDING 1— Unreimbursed non-road expenditures

The county did not reimburse the Road Fund \$12,718 for expenditures incurred for non-road work performed for outside parties during fiscal year (FY) 2010-11.

Streets and Highways Code section 2101 states:

All money in the Highway Users Tax Account in the Transportation Tax Fund and hereafter received in the account are appropriate for all of the following: (a) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

Streets and Highways Code section 2150 states:

All amounts paid to each county of the Highway Users Tax Fund shall be deposited in its road fund. The board may deposit in said fund any other money available for roads. All money received by a county from the Highway Users Tax Fund and all money deposited by a county in its road fund shall be expended by the county exclusively for county roads for the purposes specified in Section 2101 or for other public street and highway purposes as provided by law.

The SCO has permitted expenditures of Road Fund money for non-road work as a convenience for counties, provided that the expenditures are billed and reimbursed in a timely manner (30-60 days after completion of the work).

Recommendation

The county should reimburse the Road Fund \$12,718 for expenditures incurred for non-road work performed for outside parties. The county also should establish procedures to ensure that future non-road billings are collected and the Road Fund is reimbursed in a timely manner.

FINDING 2— Excess A-87 Cost Allocation Plan charges

Total A-87 Cost Allocation Plan indirect and support service charges assessed to the Road Fund for fiscal year 2006-07 exceeded the amount formally approved by the State Controller's Office by \$10,224.

Costs for indirect and support service charges cannot exceed those costs formally approved within the Countywide Cost Allocation Plan Negotiated Agreement between the County and the State Controller's Office.

Recommendation

The county should reimburse the Road Fund \$10,224 for the excess A-87 Cost Allocation Plan charges.



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Interim Director

5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



309-14

Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Interim Director *JV*
Tony Roach, Program Manager *TR*
Health & Human Services Department

DATE: July 22, 2014

SUBJECT: Execute Agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: Human Services Committee recommends Board of Supervisors approval of the Agreement for Professional Services between Yuba County, on behalf of its Health and Human Services Department, and GraceSource Inc. for the period of July 1, 2014, through June 30, 2015, to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These various funding streams are designated to be used to support community-based efforts to develop, operate, expand and enhance programs and activities to prevent child abuse and neglect, as well as strengthen and support families to reduce the likelihood of child abuse and neglect. Through a request for proposal released in 2011, GraceSource Inc. was competitively awarded the CAPIT/CBCAP/CCTF grant funds to provide Differential Response Services.

DISCUSSION: GraceSource Inc. has been successfully providing Differential Response Services under the CAPIT/CBCAP/CCTF grant since November 2011. The extension of the current contract allows for the completion and approval of the Child Welfare Services System Improvement Plan (SIP) which addresses how prevention activities are coordinated and how services will be provided through community based child abuse prevention services.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund. The funding for this contract is covered by a combination of Federal, State, Local Revenue 2011, and a percentage of Birth certificate dollars and Kids Plate dollars.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2014

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2014, and shall continue in force and effect for a period of one (1) year unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or

claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Roy Martin, Executive Director of GraceSource, Inc. is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment

- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment G - Invoice Format
- Attachment H - Cost Justification
- Attachment I - Differential Response Monthly Reporting Form
- Attachment J - CAPIT/CBCAP Service Goals and Outcomes Plan Summary
- Attachment K - Annual Reporting for Community-Based Child Abuse Prevent (CBCAP) Service Array
- Attachment J - Vendor Assurance of Compliance (CR50)

9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2014.

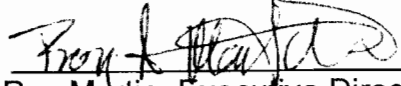
"COUNTY"

COUNTY OF YUBA


Chair
Board of Supervisors

"CONTRACTOR"

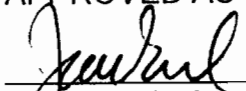
GRACESOURCE, INC.


Roy Martin, Executive Director
Tax I.D. No. 942576604


INSURANCE PROVISIONS APPROVED:


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:


Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Interim Director
Yuba County Health and Human
Services Department

ATTACHMENT A SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. With the intent to reduce child abuse and situations of risk to help keep children safely in their homes, CONTRACTOR shall provide Differential Response services to families referred to CONTRACTOR by the Children's Services Division of the Health and Human Services Department (hereinafter "Children's Services"). The Differential Response services shall be provided through home visitation/case management services consisting of:

- A. A safety assessment to be conducted on the first visit to determine whether such a risk to the child(ren) exists that the case shall be referred back to Children's Services. The assessment may also include the determination of: primary language, safety and cleanliness of home environment, the assets and strengths of the family; as well as its goals and barriers to achieving those goals;
- B. The development of a strength-based, family-centered case plan with the family's participation to address the risk factors and/or reason(s) for the referral, as well as the identified problems, and provide solutions to the barriers the family faces. Each case plan shall be designed to continue for up to three (3) consecutive months unless an additional three-month extension is specifically approved by COUNTY through a Family Team Conference; and
- C. Neighborhood-centered supportive services that prevent child abuse and/or neglect and assist the family in achieving their identified goal. Such supportive services may include but not be limited to: home visiting, supporting father involvement, parenting, life skills, strengthening families, referral/linkage to treatment of substance abuse, parenting, co-dependency and anger management classes, and transportation as needed to attend classes. Families being served under this Agreement will be invited by the CONTRACTOR to participate in after-school activities held on the CONTRACTOR's premises or at a local park, in addition to field trips and community events.

A.1.2. CONTRACTOR agrees to conduct and chair monthly Multidisciplinary Team (MDT) meetings with Children's Services staff, which may include case review, case consultation, and information regarding available training.

CONTRACTOR shall invite relevant participants and family for case consultation to said MDT meetings, as appropriate. CONTRACTOR further agrees to compile meeting notes and attendance sheets of these meetings, as well as develop a short questionnaire at the approval of COUNTY to be distributed after each monthly meeting for the purpose of collecting information on the effectiveness of the meeting. CONTRACTOR shall review the information gathered by these questionnaires to make suggestions for improved communication. In addition, CONTRACTOR shall make its Differential Response staff available to attend additional meetings with Children's Services staff as needed.

A.1.3. CONTRACTOR agrees to attend all Family Team Conferences related to their cases and scheduled by Children's Services Staff for case planning purposes. CONTRACTOR shall be prepared to report on client's progress and participation at the Family Team Conference.

A.1.4. CONTRACTOR agrees to attend all Children's Council Social Services Functional Group/Child Abuse Prevention Council meetings monthly and attend Children's Council meetings as needed, to share information and progress reports on CAPIT/CBCAP program services and work toward improving the coordination of child abuse prevention activities and services in Yuba County.

A.1.4. REPORTING. CONTRACTOR agrees to conduct the following reporting activities and provide following statistical reports as specified below:

- A. Client Satisfaction. CONTRACTOR shall develop client surveys in a format to be approved by COUNTY to be administered at the end of each activity in which the family participates to assess whether or not the services provided were appropriate and met their needs. CONTRACTOR further agrees to develop at the approval of COUNTY an open-ended questionnaire to be completed by each family served at the end of their three-month service period to assess the services provided. CONTRACTOR shall maintain the information gathered for inclusion in its final Evaluation Report.
- B. Progress Reports. CONTRACTOR agrees to chart the goals and date each goal is met in the case plan for each family served under this Agreement. CONTRACTOR shall compile the information gathered and submit a summary Progress Report of this information at the monthly meeting with Children's Services staff.
- C. Differential Response Monthly Report. CONTRACTOR shall complete Attachment "I" - Differential Response Monthly Reporting Form to evaluate the CAPIT/CBCAP program for the families served. On a monthly basis, CONTRACTOR will submit this report during the month for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the

monthly invoice submitted to the COUNTY.

- D. CAPIT/CBCAP Service Goals and Outcomes Plan Summary. CONTRACTOR shall complete Attachment "J" - Service Goals and Outcomes Plan Summary to evaluate the CAPIT/CBCAP program for client centered services and client characteristics. On a monthly basis, CONTRACTOR will submit this report for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.
- E. Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array. CONTRACTOR shall complete Attachment "K"- Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.
- F. Final Report. CONTRACTOR shall compile all data collected from client surveys, progress reports, staff surveys and participation records in a Final Report in a format to be approved by COUNTY. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.

A.2 SCOPE OF DUTIES OF COUNTY

A.2.1 COUNTY shall:

- A. Refer families who meet the Differential Response criteria to CONTRACTOR.
- B. Provide case consultation and technical assistance as needed and available.
- C. Make available training on the Signs of Safety model and the Structured Decision Making risk assessment tool to CONTRACTOR's Differential Response staff, as appropriate.
- D. Provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in the monthly meetings with CONTRACTOR.

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A.3. TIME SERVICES RENDERED.

Specific dates to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.5. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed One Thousand Dollars (\$1,000.00) in accordance with the specified rate, based upon the cost justification specified in Attachment "H" – Cost Justification.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Hundred Twenty Thousand (\$120,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2015. For services rendered during the months of July 2014 through May, 2015, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

In the month of June, 2015, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2015. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2015. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.1 CONTRACTOR understands and agrees that payment will not be paid unless and until any overdue reports specified by this Agreement are provided by CONTRACTOR.

B.3 FULL COMPENSATION. Both parties understand that each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon

presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 FISCAL RECORDKEEPING. CONTRACTOR shall establish, maintain, and keep adequate, consistent and accurate fiscal documentation to ensure and demonstrate that the costs of services submitted for payment by CONTRACTOR under this Agreement are unduplicated and applicable solely to the services rendered pursuant to this Agreement (i.e. books, records, documents, and other evidence supporting consistent and established accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of services under this Agreement).

B.7 AUDIT PROVISION. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement and any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given the opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.4 INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information. CONTRACTOR also agrees to sign Attachment J-Vendor Assurance of Compliance (CR50).

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ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide service to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to

COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike

manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if

CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, 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 shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings,

representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this

Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez,
Interim Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":
Roy A. Martin,
Executive Director
GraceSource, Inc.
P.O. Box 323
Olivehurst, CA 95961

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to

obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F

COUNTY OF YUBA CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for differential response services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and GraceSource Inc. (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy,

confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual

breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 6-24-14

CONTRACTOR



Roy Martin, Executive Director

ATTACHMENT G
INVOICE FORMAT

Contractor's Name: GraceSource, Inc.

Contractor's Address: P.O. Box 232, Olivehurst, CA 95961

Contact Name: Terri Gentile

Phone Number: 530-740-7766

Email: T.Gentile@gracesoureinc.org

Period of Service: MONTH, YEAR

<u>Invoice Services</u>			
<u>Type</u>	<u>Rate Basis</u>	<u># of Families</u>	<u>Amount</u>
Differential Response	\$ _____	_____	_____
Invoice Grand Total			_____

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the contract; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signature

Date

Mail original invoice and monthly reporting forms to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901

ATTACHMENT H COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2014-2015					
PERSONNEL EXPENSE					
SALARY		% of	Salary	Annual	
Position	Name	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	Terri Gentile	100.0%	\$ 2,340	\$ 28,080	
GSI Case Manager	Martin Salyer	100.0%	\$ 1,560	\$ 18,720	
AmeriCorps Members (2)	To be hired	100.0%	n/a	\$ 20,000	
GraceSource Executive Director	Roy Martin	12.0%	\$ 728		\$ 8,736
Total Salaries				\$ 66,800	\$ 8,736
BENEFITS		% of	Rate	Annual	
Position	Type	Time to Service	per month	Amount to Service	In-kind
DR Coordinator	FICA/MediCare	100.0%	\$ 179.08	\$ 2,149	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 70.25	\$ 843	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	100.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
AmeriCorps Members, Two (2)	FICA/MediCare	100.0%	n/a	\$ -	
	SUI/ETT	100.0%	n/a	\$ -	
	Worker's Comp	100.0%	n/a	\$ -	
	Health Ins.	100.0%	n/a	\$ -	
GraceSource Executive Director	FICA/MediCare	12.0%	\$ 55.75	n/a	\$ 669
	SUI/ETT	12.0%	\$ 21.58	n/a	\$ 259
	Worker's Comp	12.0%	\$ 21.92	n/a	\$ 263
	Health Ins.	n/a	n/a	n/a	n/a
Total Benefits				\$ 5,505	\$ 1,191
Total Personnel Expense				\$ 72,305	\$ 9,927

COST JUSTIFICATION WORKSHEET 2014-2015			
OPERATING EXPENSE	Methodology	Service	In-kind
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$ 1,200	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Based on stand-alone program.	\$ 3,900	
Duplicating/ Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Based on stand-alone program.	\$ 1,050	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Based on stand-alone program.	\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Based on stand-alone program.	\$ 4,700	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Based on stand-alone program.	\$ 480	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Based on stand-alone program.	\$ 1,184	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$ 1,200	
Travel/Lodging/ Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$ 9,600	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. x 4 AC members 200 sq.ft. x \$1.00/sq.ft. x 75%FTE x 12 mos. X 1 DR Coord.		\$ 6,600
Total Operating Expense		\$ 23,464	\$ 6,600
SUBCONTRACTORS	Methodology		
Victor Services	\$200/w eek for 3 hours Unlicensed Clinician \$215/w eek for 3 hours Licensed Clinician Contract not to exceed \$11,000	\$ 11,000	\$ -
INDIRECT	Methodology		
	Historical costs associated with contract at 10% of Total Personnel Expense	\$ 7,231	
DIRECT	Methodology		
	Direct costs associated with services delivered to families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at 10 case plans/month * 12 months * \$50 each occurrence.	\$ 6,000	
TOTAL ANNUAL AMOUNT TO SERVICE		\$ 120,000	\$ 16,527
	Methodology		
COST PER SERVICE UNIT	Total /12 mos./10 families/month	\$ 1,000.00	

ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ Month: _____

1. Total active DR cases at beginning of month: _____
2. DR cases closed this month: _____
3. # of families referred for DR this month: _____
4. # of families accepting DR services this month: _____
5. # of cases where DR was declined this month: _____
6. # of DR case plans developed and signed this month: _____
7. Total DR cases at end of month: _____

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Case example of service needs/outcomes during this period:

Signature of person responsible for filling out report:

ATTACHMENT J CAPIT/CBCAP SERVICE GOALS AND OUTCOME PLAN SUMMARY

CAPIT/CBCAP Service Goals and Outcomes Plan Summary

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT or CBCAP
This summary is Service Focused. Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit.

Agency: _____
Date: _____
Report Period: _____ TO _____

CAPIT

X

CBCAP

X

Client Centered Services	Total number of clients completing services						
	ages 0 - 5		ages 6 - 18		Adults (19 years older)		Families
	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	
Family Counseling							
Parent Education and Support							
Home Visiting							
Psychiatric Evaluations							
Respite Care							
Day Care/Child Care							
Transportation							
Multidisciplinary Team Services							
Teaching and Demonstration Homemakers							
Family Workers							
Temp In Home Caretakers							
Health Services							
Special Law Enforcement							
Voluntary Home Visiting							
Parenting Program (Classes)							
Parent Mutual Support							
Family Resource Center							
Family Support Program							
Other Specify							
Other Specify							
Other Specify							
Other Specify							
	0 to 5	0 to 5	6 to 18	6 to 18	Adults	Adults	Families
TOTALS	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	

Page 1 of 2

Service Goals and Outcome Summary Report for the Month of

Client Characteristics:	Total number of clients receiving services						Gender			
	ages 0-5		ages 6-18		Adults (19 year older)		Children		Adult	
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male
White (non-Hispanic)										
Hispanic										
Black										
Asian										
Native American										
Other (specify)										
TOTALS	0 to 5 with disabilities	0 to 5 without disabilities	6 to 18 with disabilities	6 to 18 without disabilities	Adults with disabilities	Adults without disabilities	Female	Male	Female	Male
Agency Centered Activities:	NUMBER OF PARTICIPANTS									
State or Regional Training	Parent (consumer of services)		County agency staff		Private nonprofit staff		Child Abuse Council Staff		Other (specify)	
Peer Review										
Evaluation/Research										
Other (Specify)										

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ATTACHMENT K

Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array

1. CBCAP SERVICES AND ACTIVITIES

A. Interdisciplinary/Innovative Services and Funding

CBCAP funding is intended to promote innovation and collaboration between disciplines to maximize the use of the various federal, state, local and private funds to enhance child abuse prevention programs. The following sample illustrates how the template should be completed.

Sample:

Name of the program:		
Family Resource Centers (FRC) Network		
Name of the service provider:		
Bedrock Community Foundation		
Description of the program:		
FRC Network is a comprehensive, countywide integrated service delivery system composed of 7 FRCs. The network provides peer support, training, evaluation and quality assurance, technical assistance and seeks resources to sustain the FRC's.		
List the services this program provides:		
Parenting education and support, public awareness/education, individual and family counseling, respite care, and information and referral.		
Identify the agencies who collaborated to develop and implement this program:		
The FRCs utilize a multidisciplinary approach supported through a commitment from child welfare, public health, mental health, developmental health services, CalWORKs and public and private agencies who are committed to the prevention of child abuse and neglect.		
In addition to CBCAP funds, list other funds used to support this program:		
The following funding streams were used in the development, implementation and maintenance of this network and its FRC members: County Children's Trust Fund, Healthy Families, CBCAP, CAPIT, PSSF, Child Welfare Services Outcome Improvement Project, First Five, Health Services Targeted Case Management, Mental Health Services Act, private donations and Stuart Foundation Grant.		
Enter an "X" to indicate the program's service delivery system:		
<input checked="" type="checkbox"/>	Family Resource Center	
<input checked="" type="checkbox"/>	Family Resource Center Network	
<input type="checkbox"/>	In-Home Visiting Program	
<input type="checkbox"/>	Linkages	
<input type="checkbox"/>	Respite Care	
<input type="checkbox"/>	Parent Support Program	Target Population:
<input type="checkbox"/>	Parenting Program	Target Population:
<input type="checkbox"/> Community-based response, i.e. Differential Response, Path I		
<input type="checkbox"/> Web-based – Explain:		
<input type="checkbox"/>	Other:	
<input type="checkbox"/>	None	

Utilizing the template below identify and describe a community-based and prevention-focused program developed, implemented or operating in the county that was a result of innovative funding and interdisciplinary collaboration. The program selected must be supported with CBCAP funds.

Name of the program:	
Name of the service provider:	
Description of the program:	
List the services this program provides:	
Parent education and support, early child development and screening, and improving family access to formal and informal resources.	
Identify the agencies who collaborated to develop and implement this program:	
First5Yuba.	
In addition to CBCAP funds, list other funds used to support this program:	
Camptonville Community Partnership applied for and received a grant funding from First5Yuba to start and run the 1, 2, 3, Grow program through June 2012.	
Enter an "X" to indicate the program's service delivery system:	
Family Resource Center	
Family Resource Center Network	
In-Home Visiting Program	
Linkages	
Respite Care	
Parent Support Program	Target Population:
Parenting Program	Target Population:
Community-based response, i.e. Differential Response, Path I	
Web-based – Explain:	
Other:	
None	

B. Prevention Direct Services that Meet Community Needs

Provide an example of a direct service activity that addresses an unmet need identified in the community. An unmet need is when the data points to a particular need where a service or resource is unavailable.

Sample:

Describe the unmet need as determined/identified in the county's current OCAP Plan or integrated CSA:
<i>The integrated CSA indicates a 5% increase in teen pregnancy in the county. Child Welfare referral rates show a prevalence of child neglect among teen parents. A focus group of teen parents indicated the need for training in parenting skills.</i>
Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
<i>The County implemented the Project SafeCare, an In-home Intervention Program. The program provides teen parents with training in three aspects of child care: treating illnesses and maximizing their health-care skills (health), positive and effective parent-child interaction skills (bonding), and maintaining hazard-free homes (safety) for their children.</i>
In addition to CBCAP funds, list the funds used to support this program and/or activity.
<i>Stuart Foundation and Maternal, Child and Adolescent Health (MCAH) funds</i>

Below report on one CBCAP funded direct service activity that was implemented during the reporting period. Do not use the same program reported in question 1.A., "Interdisciplinary/Innovative Services and Funding."

Enter an "x" if there are no other direct service programs or this question does not apply.
Describe the unmet need as determined/identified in the county's current OCAP Plan or CSA:

Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
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In addition to CBCAP funds, list the funds used to support this program and/or activity.
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C. Prevention Network Activity

How has the county supported (through contracts, interagency agreement and/or other means) the effective development, operation and expansion of community-based and prevention focused programs and activities.

<input type="checkbox"/> Enter an "x" if no prevention network activities were conducted during this reporting period.
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Describe the activities conducted during the reporting period?
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What was the need that was identified in the county's OCAP Plan or integrated CSA that was addressed by these activities?

What is the expected outcome?

1. CBCAP EVALUATION

A. CBCAP Peer Review

Peer Review is a form of quality assurance that uses a process of self-assessment and external review by two or more similar CBCAP programs. The CBCAP Peer Review process is in addition to the Peer Quality Case Review (PQCR) used in the California Children and Families Services Review. The PQCR cannot supplant the CBCAP Peer Review process as they are two separate requirements. For more information regarding the CBCAP Peer Review visit:

<http://www.friendsnrc.org/outcome/review.htm>

Below enter an "x" to select one of the following two options to report on peer review activities:

If option "i" is selected, enter an "x" to indicate all CBCAP Peer Review activities that were conducted during this reporting period. Provide a brief description of one of the activities selected.

i	<input type="checkbox"/> Local CBCAP peer review activities included:
	<input type="checkbox"/> CBCAP peer review training
	<input type="checkbox"/> On-site visit by peers that included observation and discussion
	<input type="checkbox"/> Case review by peers for the purpose of self assessment and improvement of practice
	<input type="checkbox"/> Facilitated focus group with peers for the purpose of self assessment and improvement
	<input type="checkbox"/> Other, describe: <input type="text"/>

Provide a description of one of the activities selected above. Include the name of the CBCAP program selected for peer review, at least one finding, and strategies discussed for program/practice improvement:

If option "ii" is selected, include a description of the challenges that prevented the implementation of the CBCAP peer review process.

ii.	Enter an "x" if no CBCAP peer review activities occurred during the reporting period. Describe the challenges that prevented the implementation of a peer review process:

B. Client Satisfaction

- i. Below provide a case specific example of a parent/consumer who benefited from CBCAP services during the reporting period. Include the services the parent/consumer received and the change in the parent/consumer's behavior that demonstrated how the parent/consumer benefited from the service. Include the name of the CBCAP program.

Description of case, service received and change in parent/consumer's beliefs, attitude and/or behavior:
Provide the name of the CBCAP program:

- ii. Below enter an "x" to select the tool used to assess the parent/consumer's satisfaction in the services received from the program identified in B.i., above.

	Telephone Survey
	In-person Interview
	On-line Survey
	In person pre and post test
	Focus Group
	Other, explain:

- iii. Below describe changes, if any, the service provider will implement as a result of the feedback received from parent/consumers of the CBCAP program indicated in section B.i.

Although no new programs were implemented because of consumer feedback the issue of transportation for consumers has become a problem. Many of the Spanish speaking only families are afraid of the local bus system and refuse to use it. In an effort to assist families in accessing public transportation home visitors take the time to show families how to use the local bus system to gain confidence and overcome their fears.

C. Evaluating and Reporting on CBCAP Outcomes

Outcomes can be:

- **Short-term outcomes** that may result in changes in attitude, beliefs and knowledge;
- **Intermediate outcomes** that may result in the development and practice of new skills;
- **Long term outcomes** that may result in permanent changes at an individual level or changes that create an impact on larger social structures.

Select one of the CBCAP funded programs in your county and using one of the CBCAP outcomes (listed above) demonstrate how this outcome is used to measure the effectiveness of this program.

Sample:

Name of CBCAP Program, Public Awareness or Prevention Network Activity:		Regional Intervention Program (RIP)	
Services or activity:	x Program/Services	Public Awareness Activity	Prevention Network Activity
Purpose:	To teach parents methods for interacting with children that will maximize		

	positive, developmentally appropriate behavior, while minimizing noncompliant and negative behaviors.
Description:	<p>The parent training has three modules:</p> <ul style="list-style-type: none"> • Behavioral Skills Training • Social Skills Training • Preschool Classroom <p>Each segment of the training takes place in the context of a variety of structured adult-child interaction sessions on-site as well as daily-living programs at home.</p>
<p>Enter an "x" to select one of the outcomes below:</p> <p><input type="checkbox"/> Short-term</p> <p><input checked="" type="checkbox"/> Intermediate-term</p> <p><input type="checkbox"/> Long-term</p>	<p>Intermediate Outcomes that were achieved for RIP parents and children:</p> <ul style="list-style-type: none"> • Parents demonstrated improved child behavior management skills • Children demonstrated increased compliant behavior in the school setting and at home • Children demonstrated more appropriate and positive social interaction
How was the outcome measured:	Pre and post 30 minute observation sessions at home and school

Below provide the name, purpose, description of a CBCAP funded program, public awareness, or prevention network activity. Select one outcome and describe how the outcome was achieved and how the outcome was measured.

Name of CBCAP Program, Public Awareness, or Prevention Network Activity:			
Services or activity:	Program/Services	Public Awareness Activity	Prevention Network Activity
Purpose:			
Description:			
<p>Enter an "x" to select one of the outcomes below:</p> <p><input type="checkbox"/> Short-term</p> <p><input type="checkbox"/> Intermediate-term</p> <p><input type="checkbox"/> Long-term</p>			
How was the outcome measured:			

3. PARENTS/CONSUMERS

A. PARENT LEADERSHIP AND FAMILY INVOLVEMENT

The OCAP maintains a commitment to strengthen parent leadership and parent involvement throughout the State. Meaningful parent involvement can occur when parents are viewed as effective leaders in shaping the direction of their families, programs and communities. Parent leaders assist counties with their efforts to improve service delivery and outcomes.

- i. Below enter an "x" to indicate which activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect:

Skill Development Training	<input checked="" type="checkbox"/>	Invitation to staff meetings
Agency Orientation	<input checked="" type="checkbox"/>	Stipend
Conference (sponsored attendance)	<input checked="" type="checkbox"/>	Child Care

<input type="checkbox"/>	Convenient time and location for meetings	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Awards, Recognition or Scholarship	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Provision of ongoing training	<input type="checkbox"/>	Other:

<input type="checkbox"/>	Enter an "x" if no activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect during this reporting period.
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- ii. Choose one of the activities that was selected in question 3.A.i.. Provide details on the efforts to enhance parent participation and leadership.

Activity selected:	
Description of the efforts to enhance parent participation and leadership:	

- iii. Enter an "x" to indicate the activities where parents were active participants:

<input type="checkbox"/>	Grant making board or committee	<input type="checkbox"/>	Served as a mentor for other families
<input type="checkbox"/>	Agency advisory board or council	<input type="checkbox"/>	Recruitment of volunteers
<input type="checkbox"/>	State or local board or council	<input type="checkbox"/>	Participated in the hiring process
<input type="checkbox"/>	Development of the County Self Assessment	<input type="checkbox"/>	Developed educational material
<input type="checkbox"/>	Development of the County System Improvement Plan	<input type="checkbox"/>	Participated in fund raising activities
<input type="checkbox"/>	Program monitoring and evaluation	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Review and selection of grant proposals	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Training staff and volunteers	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Provided outreach activities	<input type="checkbox"/>	Other:

<input type="checkbox"/>	Enter an "x" if parents were not active participants in the planning, implementing and evaluating of child abuse prevention programs during this reporting period.
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- iv. Describe the challenges or technical assistance needs regarding the recruitment and retention of parent leaders:

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- v. From the above in 5.A.iii. provide details of one of the activities where the parent was an active participant in the planning, implementing and evaluating child abuse prevention programs. Include strengths and challenges.

Activity selected:	
Description of the project, role and activities the parent performed as an active participant:	

- vi. Enter an "x" to identify the funding source that supported the activities indicated above, 3.A.i and 3.A.iii:

<input type="checkbox"/>	CBCAP	<input type="checkbox"/>	CAPIT
<input type="checkbox"/>	PSSF	<input type="checkbox"/>	Other

**ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6-24-14

Date


Director's Signature

P.O. Box 232, Olivehurst, CA 95961.
Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance