

# BOARD OF SUPERVISORS

## 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 8<sup>th</sup> Street, the County Library, 303 Second Street, Marysville, and [www.co.yuba.ca.us](http://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 26, 2011**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**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. Thank you.**

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez

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. Authorize Budget Transfer in the amount of \$157,310 to allocate grant funds received for completion of the Airport Construction Project. (314-11)

B. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of June 28, 2011. (315-11)

C. Community Development and Services

1. Award contract to the apparent low bidder, for Rose Avenue Improvement Project and authorize the Chair to execute same upon County Counsel review and approval. (316-11)

D. Health and Human Services

1. Adopt resolution authorizing Yuba County Health and Human Services Department to enter into agreement with the State of California for Multipurpose Senior Services Funds for the term of July 1, 2011 through June 30, 2012 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. (Health and Human Services Committee recommends approval) (317-11)

E. Sutter-Yuba Mental Health

1. Approve Mental Health Services Act Workforce Education and Training Component Five Year Program and Expenditure Plan Fiscal Years 2011/12 through 2015/16. (318-11)

F. Yuba Sutter Economic Development Corporation

1. Adopt resolution approving the 2011-2012 Comprehensive Economic Development Strategy and Program Projection for the Yuba Sutter Economic Development District and authorizing submittal to the Economic Development Administration. (319-11)

IV. **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.

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Adopt resolution terminating the memorandum of understanding between the County and Yuba County Office of Education for lease of the Olivehurst Community Center. (Fifteen minute estimate) (320-11)

B. Board of Supervisors

1. Appoint one individual to the Yuba Sutter Mental Health Board with term ending July 26, 2014. (Five minute estimate) (321-11)

C. Emergency Services

1. Adopt resolution approving agreement with California Department of Forestry and Fire Protection for fire protection dispatch. (Protection Inspection Committee recommends approval) (Five minute estimate) (322-11)

D. Health and Human Services

1. Adopt resolution authorizing submitting application to California Department of Alcohol and Drug Programs to participate in the Drug Medi-Cal Program for substance abuse clinics. (Human Services Committee recommends approval) (Ten minute estimate) (323-11)

E. Probation

1. Approve request to designate the Yuba County Probation Department as the agency responsible for supervision of prison inmates under post release community supervision and authorization to inform the California Department of Corrections and Rehabilitation of said action. (Five minute estimate) (324-11)

VI. **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.

A. Ordinance - Hold public hearing, waive reading, and introduce an ordinance amending Chapter 7, Title VII of the Yuba County Ordinance Code by repealing in their entirety sections 7.05.220 and 7.05.230 and re-enacting section 7.05.220 regarding payment and collection of unpaid refuse service bills. (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (325-11)

B. Ordinance - Hold public hearing, waive reading, and adopt ordinance adding Chapter 8.77 to Title VIII of the Yuba County Ordinance Code relating to the Star Bend Boat Launch and day use area. (Land Use and Public Works Committee recommends approval) (Second reading) (Continued from July 12, 2011) (Five minute estimate) (302-11)

VII. **CORRESPONDENCE** - (326-11)

A. Schedule of Proposed Actions from the United States Forest Service regarding Plumas National Forest for the period of July 1, 2011 to September 30, 2011.

B. Letter from Yuba Sutter Farm Bureau rescinding prior letter and opinions dated March 25, 2011 regarding the Ostrom Road Landfill rail spur project. (Provided to Planning)

- VIII. **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.
- IX. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.
- A. Pending litigation pursuant to Government Code §54956.9(a) - Sprint Telephony PCS, L.P., et al v. California State Board of Equalization, et al. San Francisco County Superior Court Case No. CGC-11-511398
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- X. **ADJOURN**

## COMMITTEE MEETINGS

**11:30 A.M. Law and Justice Committee** - (Supervisors Nicoletti and Vasquez - Alternate Supervisor Stocker)

- A. Consider Animal Care Services operating hours for Office and Shelter as follows: Weekdays 8:30 a.m. - 3:30 p.m., Saturdays, 9:00 a.m. to Noon, Closed Sundays - Sheriff-Coroner (Ten minute estimate) (327-11)

**07/29/2011 - 8:30 A.M. Bi-County Juvenile Hall/Mental Health Committee**

Juvenile Hall Administration Building  
Conference Room  
1023 Fourteenth Street  
Marysville, Ca 95901

In compliance with the American 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 one full business day 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.

## PUBLIC INFORMATION

**PUBLIC COMMUNICATIONS:** Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

**AGENDA ITEMS:** The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

**ACTION ITEMS:** All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

**PUBLIC HEARINGS:** All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

**ORDINANCES:** Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the

ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

**SCHEDULED LUNCH BREAK:** Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

**SPECIAL MEETINGS:** No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

**PUBLIC INFORMATION:** Copies of §6.7 shall be posted along with agendas.

**End**





*CONSENT*  
*AGENDA*

**THIS PAGE INTENTIONALLY LEFT BLANK**

# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



314-11

AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
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

July 26, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE REQUEST FOR TRANSFER OR REVISION OF APPROPRIATION,  
ESTIMATED REVENUE OR FUNDS FOR COMPLETION OF GRANT FUNDED  
AIRPORT CONSTRUCTION PROJECT

### Recommendation:

It is recommended that the Board approve the subject "Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds."

### Background:

The budget appropriation is necessary to accommodate the final grant funds received from the Federal Aviation Administration for the engineering and project construction for the Yuba County Airport Hangar Taxilane and Tie-Down Apron Rehabilitation related to FAA AIP 3-06-0149-14. The project was completed on February 17, 2011, but a Grant Amendment due to additional costs in the project delayed the completion and was only recently approved and final grant funds disbursed.

### Discussion:

Federal funds were received on June 29, 2011, for the final construction payments due to the engineer and contractor in the amount of \$100,710. In addition, the related state matching loan funds are currently being processed for disbursement in the amount of \$56,600. The loan could not be finalized until the final federal funds were disbursed. The total funds to be appropriated for completion of the construction project are \$157,310.00.

### Committee Action:

This item was not presented to the Public Facilities Committee due to the routine nature of the request in order to provide the means to pay the grant-funded construction project that was previously approved by the Board by contract award on August 24, 2010. In addition, the contractor has been waiting two months for the federal grant to be finalized for final payment due to delays in the federal budget process.

### Fiscal Impact:

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

Attachment

WHITE - AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

JUL 13 2011

COUNTY OF YUBA

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

COUNTY OF YUBA  
AUDITOR - CONTROLLER

**REQUEST FOR TRANSFER OR  
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS**

DEPARTMENT AIRPORT

**REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20<sup>12</sup>**

**BUDGET OR ESTIMATED REVENUE**

☒ **ESTIMATED REVENUE INCREASED**

☐ **APPROPRIATION DECREASED**

☒ **APPROPRIATION INCREASED**

ACCOUNT NO.	NAME	AMOUNT
130-0000-361-4000		157,310.00

ACCOUNT NO.	NAME	AMOUNT
130-9500-432-61-36		149,444.00
130-9500-432-61-38		7,866.00

**FUND TRANSFERS**

**FUNDS TO BE REDUCED:**

FUND	AMOUNT

**FUNDS TO BE INCREASED:**

FUND	AMOUNT

**GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)**

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

**REASON FOR TRANSFER:** Request necessary to make final payments due on airport construction project. Federal grant reimbursement was received at end of fiscal year or 6/30/11 and state loan is being processed for disbursement.

**APPROVED:**

☐ **AUDITOR - CONTROLLER**

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ **COUNTY ADMINISTRATOR:**

Signature

Date

Robert Bendrey / RDR 7-14-11 Administrative Services Director  
TITLE

Approved as to Availability of Budget Amounts and Balances  
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Auditor/Controller, Dean E. Sellers

# *The County of Yuba*

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

JUNE 28, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, Mary Jane Griego, Roger Abe, and Hal Stocker. Supervisor John Nicoletti was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Nicoletti absent
- 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 Agenda    MOVED: Hal Stocker    SECOND: Mary Jane Griego  
 AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, Roger Abe  
 NOES: None    ABSENT: John Nicoletti    ABSTAIN: None

## A. Administrative Services

1. Approve agreement with Atkins North America for development and implementation of a Flood Preparedness Website for Yuba County and authorize the Chairman to execute same. (Public Facilities Committee recommends approval) (269-11) Approved.

## B. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of June 14, 2011. (270-11) Approved as written.

## C. Community Development and Services

1. Approve agreement with Botanica Landscapes for countywide park and streetscape maintenance and authorize the Chairman to execute same. (271-11) Approved.
2. Approve 2012-2013 Community Services Block Grant Community Action Plan and authorize the Chairman to execute same. (272-11) Approved.
3. Approve plans, specification, and estimate and authorization for advertisement of bids, for Rose Avenue improvement project, with a tentative bid opening date of July 21, 2011 and authorize The Chairman to execute same. (273-11) Approved.

4. Approve agreement with Leonard Shippen for caretaker services at Sycamore Ranch and authorize the Chairman to execute same. (274-11) Approved.
5. Authorize Budget Transfer in the amount of \$12,605 from Account No. 101-3600-426-2300 (Professional Services) to Account No. 101-3600-426-0208 (Unemployment Insurance) to cover higher than anticipated unemployment expenditures for Fiscal Year 2010-2011. (275-11) Authorized.

D. County Administrator

1. Authorize Regional Waste Management Authority to submit grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for Fiscal Year 2011-2012, by approving submittal of the County Administrator's letter. (276-11) Authorized.

E. District Attorney

1. Adopt resolution authorizing the District Attorney to apply and enter into agreements with the United States Bureau of Justice Assistance for grant funding and act as the signing authority on behalf of the County to execute required grant documents. (277-11)

Adopted Resolution No. 2011-50 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY OF YUBA COUNTY TO ENTER INTO AGREEMENTS WITH THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDING AND ACT AS THE SIGNING AUTHORITY ON BEHALF OF THE COUNTY OF YUBA TO EXECUTE REQUIRED GRANT DOCUMENTS".

IV. PUBLIC COMMUNICATIONS:

Agricultural Commissioner Louis Mendoza advised the Board the 2010/2011 crop report had been released and recapped details.

Yuba Sutter Economic Development Corporation, Chief Operating Officer Brenda Stranix advised of a \$300,000 grant award for the lending program, recapped grants received and disbursements which resulted in 277 jobs locally and responded to Board inquiries.

V. ITEM OF PUBLIC INTEREST

- A. Consider Tsi-Akim Maidu Tribe request approval for exclusive use of Sycamore Ranch Park October 7 - 10, 2011 for the 13th Annual Indigenous Peoples Days; to block off a portion of the road along Yuba River for runners on October 8, 2011; and to erect a temporary Bark House. (Fifteen minute estimate) (287-11) Ms. Letty Litchfield and Chairman Don Ryberg recapped request for waiver of fees and responded to Board inquiries. Community Development and Services Director Kevin Mallen advised the park had been reserved on behalf of the Tribe and they are working together to coordinate facilities and supplies.

Following Board discussion, Chairman Abe formed the Sycamore Ranch/Tsi-Akim Maidu Tribe Event Ad Hoc Committee to review logistics and fee waiver for the event appointing Supervisors Nicoletti and Stocker as representatives. The matter was continued to July 12, 2011.

VI. COUNTY DEPARTMENTS

A. Auditor-Controller

1. Adopt resolution repealing and enacting certain sections of the Administrative Policy and Procedures Manual regarding Government Accounting Standards. (Ten minute estimate) (278-11) Assistant Director Richard Arrow recapped the necessity for the changes related to the fund balance, contingency reserves and appropriations, and responded to Board inquiries.

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

Adopted Resolution No. 2011-51 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION REPEALING AND ENACTING CERTAIN SECTIONS OF THE YUBA COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL."

B. Board of Supervisors

1. Adopt amended resolution establishing a compensation reduction for management employees and elected officials of the County of Yuba including Board of Supervisors. (Ten minute estimate) (282-11) County Administrator Robert Bendorf recapped amended resolution and responded to Board inquiries.

Following Board discussion, Mr. Bendorf advised each Board member could choose a 10 percent reduction to their health benefit or an equivalent reduction to salary.

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

Adopted Resolution No. 2011-52 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION ESTABLISHING A COMPENSATION REDUCTION FOR MANAGEMENT EMPLOYEES AND ELECTED OFFICIALS OF THE COUNTY OF YUBA."

2. Receive information on Memorandum of Understanding regarding Sacramento Area Council of Governments (SACOG) sustainable communities' regional planning grant and take action as appropriate. (Fifteen minute estimate) (279-11) County Administrator Robert Bendorf recapped the necessity of signing the Memorandum of Understanding and responded to Board inquiries. Data Services Manager Joe Concannon, SACOG, responded to Board inquiries regarding impacts to AB32 and AB375 regarding greenhouse gasses and transportation plans, and benefits of participation in the program.
3. Approve letter of support to City of Wheatland regarding Wheatland Urban Greening Grant Application and authorize Chairman to execute same. (Ten minute estimate) (290-11) Following a brief recap from County Administrator Robert Bendorf, Planning Director Wendy Hartman recapped changes proposed to the letter.

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

C. Community Development and Services

1. Establish a policy on Public Works participation in the proposed Lower Yuba River Access Coalition. (Ten minute estimate) (280-11) Public Works Director Mike Lee recapped request and responded to Board inquiries.

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

D. Library

1. Adopt interim hours of operation for the Library starting July 5, 2011 and ending December 31, 2011. (Ten minute estimate) (281-11) Community Development Director Kevin Mallen recapped the following interim hours and responded to Board inquiries.

Monday	Closed
Tuesday	10:30 a.m. to 6:00 p.m.
Wednesday	10:30 a.m. to 6:00 p.m.
Thursday	12:00 p.m. to 6:00 p.m.
Friday	12:00 p.m. to 6:00 p.m.
Saturday	10:30 a.m. to 6:00 p.m.
Sunday	Closed

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

E. Sheriff-Coroner

1. Adopt resolution authorizing the imposition of booking fees through the Yuba County Sheriff's Department from arresting agencies pursuant to California Government Code Section 29550. (Fifteen minute estimate) (286-11) Sheriff Durfor recapped request advising notice was provided to agencies affected.

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

Adopted Resolution No. 2011-53 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE IMPOSITION OF BOOKING FEES THROUGH THE YUBA COUNTY SHERIFF'S DEPARTMENT FROM ARRESTING AGENCIES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 29550."

F. County Administrator

1. Extend employment for Richard Arrow, Assistant Auditor-Controller from July 1, 2011 through September 30, 2011 for the purpose of conducting year-end close activities and beginning the



coordination of the Fiscal Year 2010-2011 audit. (Ten minute estimate) (289-11) County Administrator Robert Bendorf recapped limited term employment request for Mr. Arrow.

The Board recessed at 11:25 a.m. and returned at 11:31 a.m. with all present as indicated above.

Chairman Abe continued the matter to 1:00 p.m.

VII. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and reenacting Chapter 8.79 of the Yuba County Ordinance Code for Hammon Grove Park and Sycamore Ranch and resolution to establish reservation processing and fees at same. (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (283-11) Public Works Director Mike Lee recapped changes to day use hours, overnight camping, occupancy, and fees and responded to Board inquiries.

Chairman Abe opened the public hearing. No one came forward

MOTION: Move to waive reading and introduce ordinance

MOVED: Hal Stocker SECOND: Mary Jane Griego

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

MOTION: Move to adopt resolution MOVED: Hal Stocker

SECOND: Andy Vasquez

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolution No. 2011-55 which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION ADOPTING A RESERVATION PROCESS AND ESTABLISHING FEES AT HAMMON GROVE AND SYCAMORE RANCH."

- B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$15,719.40 and the recording of a lien located at 7655 State Highway 70, Marysville (Rajinder S. and Paramdeep Chohan). (Ten minute estimate) (284-11) At the request of County Administrator Robert Bendorf the item was postponed to a future date.
- C. Public Hearing - Hold public hearing and adopt resolution for an amended Community Development Block Grant (CDBG) Program Income Reuse Plan governing program income from CDBG assisted activities. (Ten minute estimate) (285-11) Administrative Technician Linda Monroe read the Notice of Public Hearing.

Chairman Abe opened public hearing. No one came forward.

MOTION: Move to adopt

MOVED: Mary Jane Griego SECOND: Andy Vasquez

AYES: Mary Jane Griego, Andy Vasquez, Roger Abe, Hal Stocker NOES: None ABSENT: John Nicoletti

ABSTAIN: None

Adopted Resolution No. 2011-54 which is on file in Yuba County Resolution Book No. 42 entitled: "ADOPT AN AMENDED CDBG PROGRAM INCOME REUSE PLAN, A REUSE PLAN GOVERNING PROGRAM INCOME FROM CDBG ASSISTED ACTIVITIES."

VIII. CORRESPONDENCE - (288-11)

- A. Memorandum from Sutter Yuba Mental Health Board enclosing annual report for Fiscal Year 2010-11. Accepted.
- B. Area 4 Agency on Aging Financial Statements and Supplementary Information for Year Ending June 30, 2010. Accepted.
- C. Memorandum from Agricultural Commissioner enclosing the Yuba County Agricultural Crop Report for 2010. Accepted.

IX. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Griego:

- Memorial Adjournment - Mr. Oakley Barrett
- Sacramento Area Council of Governments meeting held June 23, 2011
- First Five Yuba Commission meeting held June 23, 2011
- Yuba County Water Agency Administration Committee meeting held June 23, 2011
- CALAFCO Board of Directors meeting Friday, June 24, 2011

Supervisor Abe left the meeting at 11:45 a.m. and returned at 11:47 a.m.

Supervisor Vasquez:

- Naturalization Ceremony held Friday June 24, 2011
- Yuba Gardens School fundraiser

Supervisor Abe:

- Memorial Adjournment - Dr. Yukata Toyoda
- Memorial Adjournment - CMSgt. Lee Matisse III and Mr. Taylor Minton

County Counsel Angil Morris-Jones: Yuba County to serve as the host county for the naturalization ceremony in 2012

County Administrator:

- State budget update included potential surcharge to rural property owners for CalFire services
- Opposed changes in legislative rules on AB109 Criminal Justice Alignment

Community Development and Service Director Kevin Mallen: Handouts detailing water safety available and provided to citizens at recreational areas along the Yuba river and to Beale personnel

Legislative Affairs Coordinator Russ Brown: AB1178 Place of Origin regarding landfills

X. CLOSED SESSION: The board retired into closed session at 12:03 p.m.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: Kevin Mallen, Mike Lee, and Robert Bendorf Negotiation: Terms, Conditions and/or Purchase Price

- B. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
- C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- D. Pending litigation pursuant to Government Code §54956.9(a) - Sprint Telephony PCS, L.P., et al v. California State Board of Equalization, et al. San Francisco County Superior Court Case No. CGC-11-511398

County Administrator Robert Bendorf left closed session at 12:12 p.m. during discussion on DDA Labor Negotiations, and returned at 12:20 p.m.

The Board returned from closed session at 12:27 p.m. with all members present as above. Counsel advised direction was given on matters A through C, and authority was provided to defend the matter of pending litigation by unanimous vote.

The Board recessed at 12:25 a.m. and reconvened in closed session at 12:54 p.m. on item E.

- E. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner

The Board returned from closed session at 1:05 p.m. with all members present as above. Chairman Abe advised Item E Department Head Evaluation had been continued to July 12, 2011.

#### XI. COUNTY DEPARTMENTS:

##### County Administrator

- A. Extend employment for Richard Arrow, Assistant Auditor-Controller from July 1, 2011 through September 30, 2011 for the purpose of conducting year-end close activities and beginning the coordination of the Fiscal Year 2010-2011 audit. (Ten minute estimate) (289-11) Mr. Bendorf requested to amend the time frame for the position to end October 31, 2011, and responded to Board inquiries. Auditor-Controller Dean Sellers and Assistant Auditor-Controller Richard Arrow responded to Board inquiries.

Following Board discussion Mr. Bendorf advised Mr. Arrow would provide the Board monthly progress reports on the yearend closeout.

MOTION: Move to approve through October 31, 2011    MOVED: Mary Jane Griego    SECOND: Hal Stocker

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

NOES: None    ABSENT: John Nicoletti    ABSTAIN: None

- XII. ADJOURN 1:37 pm by Chairman Abe in memory of Mr. Oakley Barrett, Dr. Yataka Toyoda, CMSgt Lee Matisse III, and Mr. Taylor Minton.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
By: Rachel Ferris, Deputy Clerk

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



**BUILDING**  
749-5440 • Fax 749-5616

**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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

July 26, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *For your  
for  
Mike Lee*

SUBJECT: Award Rose Avenue Improvement Project

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, and to authorize its chairman to execute the contract pending contract approval by County Counsel.

### BACKGROUND:

On Monday July 18, 2011 bids were opened for the subject project. The three lowest bids received are shown on the attached sheet.

### DISCUSSION:

The work in general consists of roadway widening, pavement overlay, constructing curb, gutter, sidewalk and drainage improvements along the west side of the roadway from McGowan Parkway 900 feet south to tie into existing improvements 100 feet north of August Way.

The engineer's estimate for the project is \$200,000. The project is expected to be completed by mid-October 2011.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the approved Public Works Budget.

### FISCAL IMPACT:

This project is funded through Trust 395 with a \$39,000 developer contribution and remainder will come from the Road Fund.

**BID RESULTS FOR THE ROSE AVENUE IMPROVEMENT PROJECT:**

The bid results are as follow:

1. Eschelman Construction	\$156,912.10
2. Wayne Reedy Construction	\$163,661.17
3. Newland Enterprises	\$181,758.37

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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



317-11

**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Health and Human Services Department

**DATE:** July 26, 2011

**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 Funds 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 MSSP grant for the period of July 1, 2011 through June 30, 2012, and further, authorizing the Chair to execute documents as required by this grant and to accept funds; as well as approval of the accompanying Standard Agreement with the California Department of Aging for this Grant.

**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 2011 through 2012.

**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 to provide services during the upcoming year that would allow eligible frail and elderly clients to remain in their homes.

**COMMITTEE:** The Human Services Committee recommended approval on July 12, 2011.

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

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

AUTHORIZE YUBA COUNTY HEALTH AND HUMAN )  
SERVICES DEPARTMENT TO ENTER INTO )  
AGREEMENT WITH THE STATE OF CALIFORNIA )  
FOR MULTIPURPOSE SENIOR SERVICES FUNDS )  
FOR THE TERM OF JULY 1, 2011 THROUGH )  
JUNE 30, 2012 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 )

Resolution No. \_\_\_\_\_

WHEREAS, the State of California has made grant funds available for the purposes 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 interest of the residents of the County of Yuba to enable the frail older persons to maintain independent living.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: Submission of a Standard Agreement (Agreement Number MS-1112-36) to the California Department of Aging for the Multipurpose Senior Services Program grant is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, 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, 2011 through June 30, 2012; 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, and to execute amendments or memorandums of understanding developed 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 \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

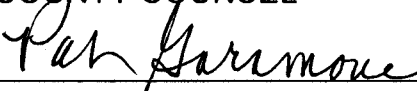
County of Yuba

By: \_\_\_\_\_, Chair

ATTEST: DONNA STOTTEMEYER,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

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

  
\_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

<b>CERTIFICATION</b>	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
<b>CONTRACTOR/VENDOR NAME:</b>	<b>CONTRACT NUMBER:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b>
<p><b>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:</b></p> <ul style="list-style-type: none"> <li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li> <li>• all access codes which allow access to confidential information will be properly safeguarded.</li> <li>• 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.</li> <li>• 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.</li> <li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li> <li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li> <li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, 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.</li> <li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li> <li>• 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.</li> </ul>	

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

**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.

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Yuba County Health and Human Services Department		<i>Federal ID Number</i> 
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> Roger Abe, Chair, Yuba County Board of Supervisors		
<i>Date Executed</i>  	<i>Executed in the County of</i> Yuba	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL  
BY: 

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



AGREEMENT NUMBER

**MS-1112-36**

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, 2011  
Through June 30, 2012

3. The maximum amount of this Agreement is: **\$ 222,820**  
Two hundred twenty-two thousand eight hundred twenty and 00/100

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 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 7 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-411

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](http://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)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 2320 MARYSVILLE CA 95901

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General  
Services Use Only

☐ Exempt per:

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

## Exhibit A – Scope of Work

### **SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1112-36 in accordance with this Agreement. The number of client months under this Agreement is 780.
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: Erma Thurman, Fiscal Supervisor
Phone (916) 419-7551	Phone: (530) 749-6356
Fax: (916) 928-2508	Fax: (530) 749-6244

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:
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: P.O. Box 2320 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6356
Fax: (916) 928-2500	Fax: (530) 749-6244

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**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 Multipurpose Senior Services Program (MSSP) are to:

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

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 client 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 Multipurpose Senior Services Program 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 fiscal intermediary, Affiliated Computer Services, Inc. (ACS).

**ARTICLE III. MSSP PROGRAM OPERATIONS**

The Contractor shall be responsible for all care management obligations including processing client 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 client'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 their 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

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

set forth in the Waiver. The care management team shall determine client eligibility based on the criteria specified in Article I, Section O, paragraph 2 in Exhibit D, which is attached and hereby incorporated by reference, and assure that appropriate services are provided to the client. This team shall work with the client 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 client 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 client'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. The Contractor's care management team shall conduct the client assessments and work with the client, family, and others to develop a care plan covering the full range of required social and health services. The care management team shall continue to work with the client to assure that she/he is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. The Contractor shall pay allowable claims from authorized vendors of waiver services rendered to clients in conformance with an authorized care plan.

**C. Services**

1. The Contractor's care management team shall first explore informal support available to the client through family, friends, the volunteer community, and use of available publicly funded services. If the avenues for alternative resources prove insufficient, the care management team may purchase services as authorized under the Waiver with the required documentation. Descriptions of Waiver Services are contained in Exhibit D, Definition of Services Provided Under Waiver, which is attached and hereby incorporated by reference.
2. The Contractor shall maintain written vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- 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

**D. Case Files**

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

- 1. Application Form.
- 2. MSSP Authorization for Use and Disclosure of Protected Health Information Form.
- 3. Client Enrollment/Termination Information Form.
- 4. Certification/Recertification Form (LOC).
- 5. Initial health and psychosocial assessments and reassessments and most recent reassessment.
- 6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS).
- 7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records).
- 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:

## **Scope of Work – Exhibit A**

### **Multipurpose Senior Services Program**

#### **ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

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. Client name, MSSP client 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; and
  - 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 5<sup>th</sup> of the month, the end-of-month client count for the preceding month. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances.
6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15<sup>th</sup> calendar day of the following month (105 days from the end of the month of services).
7. Submit (Waiver) service claims to the DHCS Medi-Cal Fiscal Intermediary, ACS, per instructions stated in the Medi-Cal Provider Manual.

#### **F. Caseloads**

The Contractor shall maintain a caseload of no less than 95 percent or more than 105 percent of the specified annual total "active client count" included in the Scope of Work, Exhibit A, Section 1. In the event of budget reductions, CDA will issue an amendment specifying the revised caseload requirements. Caseloads are categorized as:

1. "Active client count" is the total number of clients served during each month. For monthly reporting purposes, this will be the number of clients as of the first of the month, plus the number enrolled during the month.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year.

**G. Bilingual and Linguistic Services**

**1. Needs Assessment**

- a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible client 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 likely to be encountered by the program.
- (2) Frequency with which LEPs come in contact with the program.
- (3) Nature and importance of the services provided to people's lives.
- (4) 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 the items listed below:
  - (1) Methodologies used.
  - (2) Findings regarding 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).

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- 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.
    - (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 client 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 clients' 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).



**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- 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 clients (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)
  - 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 clients 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.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients 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 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.
    - 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. A client ceases to be a "client" and the Contractor is relieved of all obligations to provide and arrange for services to him/her under this Agreement when the client has been given ten (10) days prior notice of termination, where appropriate, and when the client has exhausted his/her appeal rights.
  2. The Contractor shall administer a vendor appeal and adjudication process. This process shall assure fair consideration and disposition of 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 vendor appeal and adjudication process must be included in all vendor contracts.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

3. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that client inquiries and requests for service(s) receive prompt response.
4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
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 vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
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.

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

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Affiliated Computer Services, Inc. (ACS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
  - 1. Contractor shall submit claims to ACS 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. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Advance Payments

CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of Contractor's final claim, 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.

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

ARTICLE I. INVOICING AND PAYMENT (Cont)

3. 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.
4. Repayment of advances will be recovered from claims submitted to the DHCS fiscal intermediary, ACS, after January 1<sup>st</sup> of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. If the Contractor has insufficient client enrollment to permit repayment of the advance for that year through claims submitted to the DHCS fiscal intermediary, the Contractor may at any time be required to repay to DHCS all or any part of the funds advanced hereunder to ensure that the unliquidated balance of the advance payment is repaid.

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.
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 Department of Personnel Administration's rules and regulations.
  - Mileage  
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>).

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 Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall

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

ARTICLE II. FUNDS (Cont)

be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

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.
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. Accountability for Funds

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.

C. Unexpended Funds

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.

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

ARTICLE II. FUNDS (Cont)

D. Interest Earned

1. Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
  - a. The recipients receive 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 \$250 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

ARTICLE III. BUDGET AND BUDGET REVISION

A. Limitation of State Liability

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.

### ARTICLE III. BUDGET AND BUDGET REVISION (Cont)

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 by reference 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.
- 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 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds from one budget category to another. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. 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



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

ARTICLE IV. DEFAULT PROVISIONS (Cont)

- 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.
- 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.


Legal Site Name	Yuba County Health and Human Services Department		Site Number	36	Date Submitted to CDA-MSSP	18-May-11
Fiscal Year 2011-2012						
Line #	<b>A. Care Management</b>					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	Social Worker Care Manager	Serrano	\$62,764	0.000%	0.733	\$45,975
2	Nurse Care Manager	Schroeder (Boyle)	\$76,491	0.000%	0.500	\$38,246
3			\$0	0.000%	0.000	\$0
4			\$0	0.000%	1.000	\$0
5			\$0	0.000%	1.000	\$0
6			\$0	0.000%	1.000	\$0
7			\$0	0.000%	1.000	\$0
8			\$0	0.000%	1.000	\$0
9			\$0	0.000%	1.000	\$0
10			\$0	0.000%	1.000	\$0
11			\$0	0.000%	1.000	\$0
12			\$0	0.000%	1.000	\$0
13			\$0	0.000%	1.000	\$0
14			\$0	0.000%	1.000	\$0
15			\$0	0.000%	1.000	\$0
16			\$0	0.000%	1.000	\$0
17			\$0	0.000%	1.000	\$0
18			\$0	0.000%	1.000	\$0
19			\$0	0.000%	1.000	\$0
20			\$0	0.000%	1.000	\$0
21			\$0	0.000%	1.000	\$0
22			\$0	0.000%	1.000	\$0
23			\$0	0.000%	1.000	\$0
24			\$0	0.000%	1.000	\$0
25			\$0	0.000%	1.000	\$0
26	Subtotal Care Management Salaries					\$84,220
27	Care Management Benefits					\$28,977
28	Care Management Salary Savings					\$0
29	Total Care Management		% Budget	51%	\$113,197	
<b>B. Care Management Support/Administration</b>						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Director	Baker	\$107,736	0.000%	0.050	\$5,387
31	Accounting Support	Goss	\$42,451	0.000%	0.100	\$4,245
32	Supervising Care Manager	McCleary	\$72,460	0.000%	0.100	\$7,246
33			\$0	0.000%	1.000	\$0
34			\$0	0.000%	1.000	\$0
35			\$0	0.000%	1.000	\$0
36			\$0	0.000%	1.000	\$0
37			\$0	0.000%	1.000	\$0
38			\$0	0.000%	1.000	\$0
39			\$0	0.000%	1.000	\$0
40			\$0	0.000%	1.000	\$0
41			\$0	0.000%	1.000	\$0
42	Subtotal CMS/Administration Salaries					\$16,878
43	CMS/Administration Benefits					\$5,014
44	CMS/Administration Salary Savings					\$0
45	Total CMS/Administration Salaries					\$21,892
<b>Operating Costs</b>						
46	Communications, Postage, Reprographics					\$1,300
47	Consultation, Professional Services					\$404
48	Equipment Cost equal to or greater than \$300 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$3,850
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$11,784
		\$2.49	350.00	\$1,346.43		
51	Insurance					\$1,017
52	Library Purchases, Membership Dues, Subscriptions					\$567
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$200
56	Travel					\$150
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					9.44% \$12,754
58	Base = Salaries & Benefits ((29)+(45))					\$135,089
59						\$0
60						\$0
61	Total CMS/Administration Operating Costs					\$32,026
62	Total CMS/Admin ((45)+(61))		% Budget	24%	\$53,918	
<b>C. Waived Services</b>						
63	Total Waived Services		% Budget	25%	\$55,705	
<b>D. Total Budget Amounts</b>						
64	Fiscal Year 2011 - 2012 ((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.		
Shirley Baker		Program Manager	May 18, 2011	<input checked="" type="checkbox"/>		
For CDA Use Only	Approved by: 		Date: 5/26/11			
	Analyst Signature		Date			

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

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. Standard Agreement (STD 213), etc., and any amendments thereto;
  - 2. Scope of Work, Exhibit A;
  - 3. Special terms and conditions Exhibit D;
  - 4. General terms and conditions, Exhibit C;
  - 5. Exhibits B, E,
  - 6. All other documents incorporated herein by reference.
- C. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- D. "Health Services" and "DHCS" mean the Department of Health Care Services.
- E. "Contractor" means the governmental, or nonprofit entity to which funds are given under this Agreement and which is accountable to DHCS or CDA, or both, and/or federal government for use of these funds.
- F. "Vendor" means the entity hired by the Contractor to provide Waiver Services.
- G. 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.
- 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. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I Code" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means Public Contract Code.
- K. "HIPAA" means Health Insurance Portability and Accountability Act.
- L. "Client" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program."
- M. "ACS" means Affiliated Computer Services, Inc., the Medi-Cal fiscal intermediary.
- N. "OMB" means federal Office of Management and Budget.



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

O. Multipurpose Senior Services Program Medi-Cal Qualified.

	<u>AID</u> <u>CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
1.		CASH GRANT	
	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.
2.		PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS	
	***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.
	***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.
	***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.

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

**\*\*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. IN-HOME SUPPORTIVE SERVICES

This section has been revised because codes 18, 28, 68 are no longer valid Medi-Cal codes due to the implementation July 1, 2005 of the IHSS Plus Waiver.

4. MEDICALLY NEEDED, NO SHARE OF COST

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

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.
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.
64	DISABLED-MN	Aid to the Disabled-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.

5. MEDICALLY NEEDED, SHARE OF COST

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

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

<u>AID</u> <u>CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
27	BLIND-MN SOC	Aid to the Blind-Medically Needy, Share of cost- See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
67	DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of Cost – 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 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 clients 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.

6. 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.
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.

7. INSTITUTIONAL DEEMING

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

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

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.

8. CONTINUED ELIGIBILITY – REDETERMINATION

<u>AID</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
------------	----------------	-------------------

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.

9. CONTINUED ELIGIBILITY – REDETERMINATION

1D	AGED	Continued eligibility for the Aged – Discontinued IHSS Residual beneficiaries who are aged until the county redetermines their eligibility.
2D	BLIND	Continued eligibility for the Blind Discontinued IHSS Residual beneficiaries who are blind until the county redetermines their eligibility.
6D	DISABLED	Continued eligibility for the Disabled - Discontinued IHSS Residual beneficiaries who are disabled until the county redetermines their eligibility.

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)**

**P. 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 clients 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; and/or,
  - Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client'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 clients 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 client'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 client in his or her physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)**

devices, emergency assistance in 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 clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients 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 client 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 client'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:
  1. The client is receiving Deinstitutional Care Management services, and the items are required to facilitate discharge from the institution to a community residence.
  2. The client's assessment identifies the need for this service including how it is a necessary support if the client is to remain in the community, and the care plan specifies the required item(s).

In either circumstance, the following criteria must be met and documented in the case record:

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)**

1. The items are unobtainable through other resources, and their purchase would be a financial hardship for the client.
  2. The items are necessary to preserve the client'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 clients 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 client'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 client has no other resources to meet this need. Additionally, the client 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 client in jeopardy. Elderly individuals are more vulnerable to extremes in environmental changes because of decreased physiologic reserves, less flexible homeostatic processes, and decreased resistance to stress. These extremes affect organ systems that already are vulnerable because of physiologic and pathologic changes.
- e. TEMPORARY LODGING (2.6): Allows for payment of hotel or motel lodging for those clients, 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 client. 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 client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Cont)**

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 client 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). Client 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 client-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.

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



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

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 client 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 client'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. SUPPLEMENTAL PROFESSIONAL CARE ASSISTANCE (3.9): This service is covered by Medicare and requires the client to have a skilled need and physician's order on file. Supplemental professional care assistance is a comprehensive skilled service delivered by a certified home health aide (CHHA). The CHHA works under the supervision of a registered nurse employed by a certified home health agency.
9. CARE MANAGEMENT: Assists clients 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 client's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

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

- 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 clients 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 client contact activity each month.
  - b. PURCHASED CARE MANAGEMENT (4.3): for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients have the right to request care management by qualified outside vendors. In some cases of temporary need, the site may retain an outside 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.
10. 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:

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

- 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.
- b. Where an established MSSP client 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.

- 11. 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 client's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client 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 client'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 client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

- 12. 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 clients 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 clients 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 (Cont)**

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 elderly and handicapped; 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 client. Escort services may be authorized for those clients 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 client's condition and care plan requirements.

13. 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 clients 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 clients 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 clients 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 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.

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

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

If oral nutrition supplements (ONS) are to be included in the care plan, efforts must be made to obtain them through a Medi-Cal Treatment Authorization Request (TAR). If this is not possible or appropriate, the rationale will be documented.

If ONS are to be purchased with waived services funds, the following must be recorded in the client record:

- The nurse care manager has assessed the client's nutritional needs and concluded that an ONS is advised; AND
- The use of home-prepared drinks/supplements (e.g., instant breakfast, pureed food) has been explored and found not to meet the client's needs.

Following the established criteria, ONS may be purchased initially for a period of three months. When it is determined that it is desirable to continue beyond that time, the client's personal physician must be notified, and additional supporting documentation must be obtained by either:

1. A nutritional screening recommending this alternative (preferably a consultation or assessment obtained from a nutritionist or dietitian, but if these resources are not available, a screen conducted by the primary care manager in consultation with the nurse care manager; see MSSP Site Manual, Appendix 21, for an example of a nutritional screen), or
2. A prescription obtained from the physician, or
3. Approval (verbal or in writing) for this service from the physician noted in the record.

If the service is to be continued beyond six months, the following criteria will be documented in the client record, and repeated every six months thereafter for as long as an ONS is being purchased with waived services funds:

1. A prescription obtained from the physician, AND
2. A review of the client's nutritional status will be conducted by the nurse care manager. The purpose of the review is to

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

assure the appropriateness of continuing to provide an ONS for an individual client. It is preferred that the review be conducted by obtaining an assessment from a nutritionist or dietitian. If these resources are not available, a member of the care management staff will complete a nutritional screen (see MSSP Site Manual, Appendix 21, for an example of a nutritional screen).

When the client or family is purchasing the ONS, the care manager should advise them to notify the client's physician.

14. PROTECTIVE SERVICES (8.3, 8.4, and 8.5): These services include protection for clients 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 is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' 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 client's care plan.

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

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

This service may be utilized in situations where clients 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 client in the community, or allow the client to cope with increasing impairment or loss.

- c. MONEY MANAGEMENT (8.5): This service assists the client 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.

The MSSP has found that assistance with managing day-to-day household finances is often required by frail elderly. These clients may be isolated by geography or by not having a trustworthy other person to rely upon. Failure to meet personal financial obligations frequently results in eviction, disconnection of utilities, or jeopardizes eligibility for maintenance programs such as Supplemental Security Income (SSI) and Medicaid. Money management services ensure a stable living environment and avoid institutionalization.

- 15. COMMUNICATIONS SERVICES (9.1 and 9.2): Clients 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 client'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

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

essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking clients, 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 hearing aids, eye appliances, and monthly telephone charges) for clients 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 clients 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:
1. 24-hour answering/paging,
  2. Beepers,
  3. Medic-alert type bracelets/pendants,
  4. Intercoms,
  5. Life-lines,
  6. Wander-alerts,
  7. Monitoring services,
  8. Light fixture adaptations (blinking lights, etc.),
  9. Telephone adaptive devices not available from the telephone company, and
  10. 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 client has no telephone, or for the isolated client 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 client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).



**ARTICLE II. ASSURANCES**

**A. Nondiscrimination**

The Contractor shall comply with all federal statutes relating to nondiscrimination including but not limited to:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.) Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d; 45 C.F.R. 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. Contractor shall, unless exempted, ensure compliance with the requirements of Government Code Sections 11135-11139.5, and California Code of Regulations, Title 22, Section 98000 et seq., 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. (CCR, Title 22, Section 98323) (Chapter 182, Stats. 2006)
3. 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.). Contractor agrees to include this requirement in all vendor agreements it enters into with vendors to provide services pursuant to this Agreement.

**B. Law, Policy and Procedure, Licenses, and Certificates**

1. The Contractor agrees to administer this Agreement and require any vendors to administer their vendor agreements in accordance with this Agreement, and with all applicable local, State, and federal laws 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 Contract, and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. Contractor agrees to make reasonable efforts to ensure that all vendors are properly licensed, certified, or have valid permits for the services being provided.

**C. Fraud and Abuse**

Contractor shall report immediately to CDA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors. Contractor shall

**ARTICLE II. ASSURANCES (Cont)**

maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

**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 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.
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**

**ARTICLE II. ASSURANCES (Cont)**

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 vendors:
    - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
    - b. Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5).
    - c. Contract Work Hours and Safety Standards Act (40 USC 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 USC 1857).
  2. Clean Water Act, as amended (33 USC 1368).
  3. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
  4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738).
- 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:

ARTICLE II. ASSURANCES (Cont)

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 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; and
  - 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 agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their vendors 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 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.

**ARTICLE II. ASSURANCES (Cont)**

**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. 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 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.

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.

**ARTICLE II. ASSURANCES (Cont)**

- 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 clients.

**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**

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. 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 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. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement.
- C. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California.
- D. Copies of vendor 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.
- E. The Contractor shall monitor the insurance requirements of its vendors in accordance with Article XII of this Exhibit D, Section E.
- F. The Contractor shall require language in all vendor agreements to require all 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 vendor in the performance of this Contract.
- G. The Contractor shall ensure that all potential vendors of Waiver Services complete a CDA-approved Vendor Application. The vendor selection process

**ARTICLE V. VENDOR AGREEMENTS (Cont)**

shall be based upon equitable criteria, provide for adequate publicity, screen out potential vendors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Vendor Agreements for Waived Services shall consist of standard format language consistent with this Contract.

- H. Vendor Agreements shall require all vendors to report immediately in writing to the Contractor any incidents of fraud or abuse to clients, in the delivery of services, in Vendor operations.
- I. The Contractor shall require language in all vendor agreements to require all vendors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5.
- J. The Contractor shall require all vendor agreements to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.

**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 client 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.
- 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 client 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

ARTICLE VI. RECORDS (Cont)

documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, 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. 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.
- F. Client records are to be kept as long as the case is open and active. Following termination, client 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. 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 30<sup>th</sup> of the month, following the close of the quarter.
- b. Reports are a snapshot of the last day 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.



ARTICLE VII. REPORTS (Cont)

- Care Management Activity –Including staff turnover, training, quality assurance, client/vendor grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, client/vendor satisfaction surveys, policy changes, and contract compliance regarding contracted caseload.
- Management Information System –Problems/issues with the ACS billing system and ACS technical support.
- Fiscal –Quarterly Waiver Cost Monitoring Report
- Caseload Count
- Staff Roster
- Self-Certified Training

2. Ad Hoc Reports

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. Client satisfaction,
- f. MIS operations,
- g. Administrative procedures,
- h. Database,
- i. Possible noncompliance with this Agreement, and
- 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. MSSP Site Equipment Inventory Form for the fiscal year.

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 each fiscal year.

**ARTICLE VII. REPORTS (Cont)**

**4. Monthly Client Count**

Reports are due on the 5<sup>th</sup> 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 VIII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, 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 capitalization requirements and is referred to as property or equipment. Property that is capitalized must:
1. Have a normal useful life of at least 1 year;
  2. Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and
  3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in this Article VIII, Section B.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not 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.

ARTICLE VIII. PROPERTY (Cont)

- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. 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.
- F. The Contractor shall record the following information when property is acquired:
  - 1. Date acquired,
  - 2. Property description (include model number),
  - 3. Property identification number,
  - 4. Serial number,
  - 5. Cost or other basis of valuation,
  - 6. Fund source, and
  - 7. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with State funds, whether capitalized or not. The Contractor shall maintain and submit to CDA, annually with the Closeout, a current inventory of property furnished or purchased by either the contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall maintain an annual inventory of 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 Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by CDA, to report property to the Department.

- G. Prior to disposal of any State-owned property, the Contractor must obtain approval from CDA, regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall use the Request to Dispose of Property (CDA 248) to request disposal.
- 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.

**ARTICLE VIII. PROPERTY (Cont)**

- 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 and 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.
- 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. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP clients.

**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 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.
- 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. Contractors that expend \$500,000 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 Office of Management and Budget (OMB) Circular A-133, 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 the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, 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. 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.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.

**ARTICLE XI. AUDIT (Cont)**

- J. 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. 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 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, contractors and 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.
  - 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.

**ARTICLE XII. INSURANCE (Cont)**

Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. 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.
  3. CDA shall be named the certificate holder and the address must be listed on the certificate.
- D. 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.
- E. The Contractor shall require its 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 vendors to hold the Contractor and CDA harmless. The 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 vendors.
- F. The Contractor shall submit to CDA a copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance.
- G. 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 for Convenience**

- a. The State may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, 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:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the contract.
3. Terminate all subcontracts/vendor agreements to the extent they relate to the work terminated.
4. 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).
5. Submit a Transition Plan as specified in Section B of this Article XIII.

**2. Termination for Default**

- a. The State may, by written notice of default to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
  1. A violation of the law or failure to comply with any condition of this Agreement.



**ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)**

2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
  3. Failure to comply with reporting requirements.
  4. 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.
  5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
  6. 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.
  7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
  8. The commission of an act of bankruptcy.
  9. Finding of debarment or suspension, Article II J.
  10. 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 plan as 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
- a. 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.

**ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)**

**b. Contractor's Obligations Upon Notice of Termination**

1. In the event of termination or anticipated termination of this Agreement, in full or in part, Contractor shall take immediate steps to ensure the health and safety of clients in the MSSP program managed by the Contractor. Contractor agrees to cooperate in any and all efforts to refer MSSP clients to other local agencies in order to maintain continuity of services required for each client.
2. Contractor shall provide adequate staff and vendor agreements to provide services to clients during the course of client transition to another MSSP site.
3. Contractor shall deliver updated client records to the subsequent MSSP contractor or as directed by CDA upon notice by CDA.
4. Contractor shall provide a current needs assessment for each of its clients to the subsequent MSSP contractor or as directed by CDA.
5. The Contractor shall, with assistance from CDA, develop a written Transition Plan, to locate alternative services for each client through another MSSP site or community agency in accordance with Section B of this Article.
6. The Contractor shall be responsible for providing all necessary client 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 clients prior to such expiration or termination.
7. A full accounting and closeout of the Contractor's existing budget will be required. While it is recognized that Contractor will require funding to continue client services and operations at a reduced level until the termination of this Agreement, Contractor and CDA agree that it is also necessary to transfer funding to those MSSP sites that will be assuming responsibility for clients of the Contractor. Therefore, upon demand of CDA, Contractor will immediately execute a contract amendment to return funds not anticipated to be required for remaining operations.
8. 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 clients, as determined by CDA. 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.

**ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)**

**B. Transition Plan**

1. 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 client count and identifying client information upon request.
  - b. Description of how clients 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 clients in order to assure appropriate placement.
  - f. Plan to transfer confidential medical and client 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 clients to other MSSP or community care management programs.
2. 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, 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.

**ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)**

- b. Phase-out for the Contract will consist of the resolution of all financial and reporting obligations of the Contractor. Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to clients pursuant to this Contract prior to the expiration or termination. 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. REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and approved as required. 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 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.

**ARTICLE XVII. NOTICES (Cont)**

- 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 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.

**ARTICLE XIX. DEPARTMENT CONTACT (Cont)**

- 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 4841.2., GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34).

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 (or use an equally effective measure) any 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 and thumb/flash drives, portable hard drives).

**C. Disclosure**

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.

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.

**ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)**

“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.

The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor’s obligations under this Agreement.

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.

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**

The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees and subcontractors will complete the Security Awareness Training module located on the Department’s website, [www.aging.ca.gov](http://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. Contractor may substitute CDA’s Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA’s training requirement. Contractor shall maintain documentation of training and education provided to their staff and/or subcontractors.

All employees, volunteers and subcontractors who handle personal, sensitive or confidential information relating to CDA’s programs must participate in Security Awareness Training.

**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 Contractor/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.

**ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)**

- 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. The California Department of Aging (CDA) and/or the California Department of Health Care Services (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. "Protected Health Information" or "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.
  - d. Under this Agreement, 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.



ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

In exchanging information pursuant to this Agreement, the parties agree as follows:

2. Permitted Uses and Disclosures of PHI by Business Associate.
  - a. *Permitted Uses and Disclosures.* 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. *Specific Use and Disclosure Provisions.* 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. *Provision of Data Aggregation Services.* 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.
3. Responsibilities of Business Associate.

Business Associate agrees:

- a. *Nondisclosure.* To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- b. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, 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. *Mitigation of Harmful Effects.* 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. *Reporting of Improper Disclosures.* 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. *Business Associate's Agents.* 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.
- f. *Availability of Information to DHCS/CDA and Individuals.* 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.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- g. *Amendment of PHI.* 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. *Internal Practices.* 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. *Documentation of Disclosures.* 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. *Notification of Breach.* 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 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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

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. *Employee Training and Discipline.* 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. *Notice of Privacy Practices.* 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/hipaa>.
- b. *Permission by Individuals for Use and Disclosure of PHI.* 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. *Notification of Restrictions.* 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.
- d. *Requests Conflicting with HIPAA Rules.* 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.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

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 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. *Termination for Cause.* 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.
- b. *Judicial or Administrative Proceedings.* 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.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- c. *Effect of Termination.* 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. *Disclaimer.* 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. *Amendment.* 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 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.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- c. *Assistance in Litigation or Administrative Proceedings.* 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. *No Third-Party Beneficiaries.* 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. *Interpretation.* 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. *Regulatory References.* 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. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.
- h. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Provisions of this Article

Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/subvendors where either PHI, confidential, personal, or sensitive information is obtained during the course of

**ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)**

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.
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.



ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Cont)

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 a 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. "

**THIS PAGE INTENTIONALLY LEFT BLANK**



## SUTTER-YUBA MENTAL HEALTH SERVICES

1965 Live Oak Boulevard, Suite A  
PO Box 1520  
Yuba City, CA 95992-1520

318-11



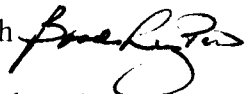
**Brad Luz, Ph.D.**  
Assistant Director of Human Services  
Director of Mental Health

**Administration Services**  
(530) 822-7200  
FAX (530) 822-7627

### STAFF REPORT

DATE: July 26, 2011

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., Assistant Director of Human Services for Mental Health 

SUBJECT: Approval of the Mental Health Services Act Workforce Education and Training Component Five Year Program and Expenditure Plan Fiscal Years 2011-12 through 2015-16

---

**Recommendation:** It is the recommendation of the Assistant Director of Human Services for Mental Health that the Board of Supervisors approve the Mental Health Services Act (MHSA) Workforce Education and Training (WET) Proposed Five Year Program and Expenditure Plan Fiscal Years 2011-12 through 2015-16. This item was reviewed by the Sutter County Board of Supervisors Health Committee at their meeting of June 20, 2011 and the Sutter County Board of Supervisors at their June 28, 2011 meeting.

**Background & Discussion:** The Mental Health Services Act was a voter initiative passed in November of 2004. Under this initiative, individuals with incomes in excess of one million dollars per year are levied an additional 1% income tax to pay for expanded mental health services statewide. In order to spend the WET funds, Sutter-Yuba Mental Health Services must create a Program and Expenditure Plan and solicit public input. This program and expenditure plan must be updated annually to allow for changes in programming that may become necessary. Programs contained within this proposal may be added or discontinued over time, with local public approval, depending upon costs, available resources and the changing needs of the community.

The WET planning process consisted of two large community participant meetings, six work/focus meetings, two workforce surveys (consumer and employee), and presentations at various participant meetings (Wellness and Recovery Town Hall, Mental Health Advisory Board (MHAB), and Sutter-Yuba Counties Cultural Competency Committee). Community meetings were held in easily accessible locations in each of the two counties. Meetings were attended by consumers, family members, law enforcement, education, providers, and other interested parties. Meetings were advertised in the media.

---

• 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

Mental Health America (MHA) was instrumental in the circulation and collection of surveys. Survey results were reviewed and relied on heavily in the development of the Sutter-Yuba WET plan. Participants included consumers, consumer employees, Sutter-Yuba Mental Health staff, family members, contract providers, education representatives, MHAB members, and MHA members. The WET planning process started in October 2010.

The surveys were influential to the development of this plan. In total we received 158 surveys from employees (121) and consumers (37). The consumer survey was also handed out/provided in Spanish. Three themes were identified as both the most likely to make an individual succeed as a volunteer/employee or be the largest barriers to becoming a volunteer/employee. The three themes were finances (lack of, or in need of aid), training/education, and transportation issues. These three themes are reflected often in the Sutter-Yuba plan.

The eight concept actions are:

1. Plan Coordinator with a \$73,500 annual budget
2. Wellness Service Delivery Training with a \$2,400 annual budget
3. Core Competencies Training with a \$3,200 annual budget
4. Integrating Cultural Competence in the Public Mental Health System with a \$27,500 annual budget
5. Intern Supervision Program with a \$16,800 annual budget
6. Youth Workforce and Career Program with a \$4,550 annual budget
7. Adult Workforce Plan with a \$4,550 annual budget
8. Scholarship Fund Program with a \$47,500 annual budget

Pursuant to Section 5847(a) through (d) of the Welfare and Institutions Code and other applicable laws, the Mental Health Board of Sutter-Yuba Mental Health is required to hold a public hearing to receive comments regarding the MHSA WET Proposed Program and Expenditure Plan Fiscal Years 2011-12 through 2015-16. After a 30 day review period which began on May 2, 2011, the Sutter-Yuba Mental Health Board held a public hearing on June 2, 2011 to consider comments from the public on the Program and Expenditure Plan. All substantive recommendations were considered for revision of the plan

**Past Consideration of the Board:** None

**Alternatives:** n/a

**Other Department or Agency Involvement:** There are no other departments or agencies involved with this plan.

**Action Following Approval:** This plan will be filed with the State.

**Fiscal Impact:** There is no impact on the County General Fund. The MHSA WET Proposed Five Year Program and Expenditure Plan Fiscal Years 2011-12 through 2015-16 have a total allocation of \$900,000, with an annual budget of \$180,000.

**Standing Committee Review:** This item was reviewed by the Sutter County Board of Supervisors Health Committee at their meeting of June 20, 2011 and the Sutter County Board of Supervisors at their June 28, 2011 meeting.

**Attachments or Document Enclosures:**

Mental Health Services Act Workforce Education and Training Component Five Year Program and Expenditure Plan Fiscal Years 2011-12 through 2015-16

P:\MH Contracts\2011 CONTRACTS\Staff Reports\BOS\WET Plan BOS-Yuba County.doc

**PART IV: REQUIRED EXHIBITS****EXHIBIT 1: WORKFORCE FACE SHEET****MENTAL HEALTH SERVICES ACT (MHSA) WORKFORCE EDUCATION AND TRAINING COMPONENT  
FIVE-YEAR PROGRAM AND EXPENDITURE PLAN, Fiscal Years 2011-16**

County: Sutter-Yuba

Date: June 14, 2011

This County's Workforce Education and Training component of the Mental Health Services Act addresses the shortage of qualified individuals who provide services in this County's Public Mental Health System. This includes community based organizations and individuals in solo or small group practices who provide publicly-funded mental health services to the degree they comprise this County's Public Mental Health System workforce. This Workforce Education and Training component is consistent with and supportive of the vision, values, mission, goals, objectives and proposed actions of California's MHSA Workforce Education and Training Five-Year Strategic Plan (Five-Year Plan), and this County's current MHSA Community Services and Supports component. Actions to be funded in this Workforce Education and Training component supplement state administered workforce programs. The combined Actions of California's Five-Year Plan and this County's Workforce Education and Training component together address this County's workforce needs as indicated in Exhibits 3 through 6.

Funds do not supplant existing workforce development and/or education and training activities. Funds will be used to modify and/or expand existing programs and services to fully meet the fundamental principles contained in the Act.

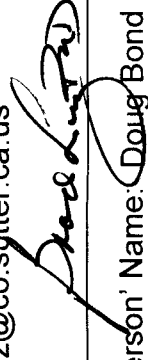
All proposed education, training and workforce development programs and activities contribute to developing and maintaining a culturally competent workforce, to include individuals with client and family member experience that are capable of providing client- and family-driven services that promote wellness, recovery, and resiliency, leading to measurable, values-driven outcomes. This Workforce Education and Training component has been developed with stakeholders and public participation. All input has been considered, with adjustments made, as appropriate.

Progress and outcomes of education and training programs and activities listed in this Workforce Education and Training component will be reported and shared on an annual basis, with appropriate adjustments made. An updated assessment of this county's workforce needs will be provided as part of the development of each subsequent Workforce Education and Training component.

County Mental Health Director

Name: Brad Luz, Ph.D.

Email: bluz@co.sutter.ca.us

Signature: 

Contact Person's Name: Doug Bond MFT

Address: 1965 Live Oak, Yuba City, CA 95991

Phone: 530 822-7200 Fax: 530 822-7108

Phone #: 530 822-7200 Fax #: 530 822-7108 E-mail: dbond@co.sutter.ca.us

## TABLE OF CONTENTS

	<i>Page</i>
EXHIBIT 1: WORKFORCE FACE SHEET .....	<b>1</b>
EXHIBIT 2: STAKEHOLDER PARTICIPATION SUMMARY .....	<b>3</b>
EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT .....	<b>4</b>
EXHIBIT 4: WORK DETAIL.....	<b>12</b>
EXHIBIT 5: ACTION MATRIX .....	<b>20</b>
EXHIBIT 6: BUDGET SUMMARY .....	<b>21</b>
EXHIBIT 7: ANNUAL PROGRESS REPORT.....	<b>22</b>

## **EXHIBIT 2: STAKEHOLDER PARTICIPATION SUMMARY**

Counties are to provide a short summary of their planning process, to include identifying stakeholder entities involved and the nature of the planning process; for example, description of the use of focus groups, planning meetings, teleconferences, electronic communication, use of regional partnerships.

In Sutter-Yuba counties the Workforce Education and Training (WET) component of the Mental Health Services Act (MHSA) was preceded by the Community Services and Supports (CSS), the Prevention Early Intervention (PEI), and the Capital Facilities and Technology (CAPIT) components. The Sutter-Yuba community is well versed in and familiar with the MHSA process. The WET planning process consisted of two large community participant meetings, six work/focus meetings, two workforce surveys (consumer and employee), and presentations at various participant meetings (Wellness and Recovery Town Hall, Mental Health Advisory Board (MHAB), and Sutter-Yuba Counties Cultural Competency Committee). Mental Health America (MHA) was instrumental in the circulation and collection of surveys. Survey results were reviewed and relied on heavily in the development of the Sutter-Yuba WET plan. Participants included consumers, consumer employees, Sutter-Yuba Mental Health staff, family members, contract providers, education representatives, MHAB members, and MHA members. The WET planning process started in October 2010.

The surveys were key to the development of this plan. In total we received 158 surveys from employees (121) and (37) consumers. The consumer survey was also handed out/provided in Spanish. Three themes were identified as both the most likely to make an individual succeed as a volunteer/employee or be the largest barriers to becoming a volunteer/employee. The three themes were finances (lack of, or in need of aid), training/education, and transportation issues. These three themes are reflected often in the Sutter-Yuba plan.

Sutter-Yuba Counties have a combined allocation of \$900,000 through June 2017. It is our intention to budget \$180,000 per year from 2011-12 through 2015-16. We are requesting a full funding of \$900,000 on July 1, 2011.



### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)						# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)	
				White/ Cau- Casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)		
Mental Health Rehabilitation Specialist-DD	18	1	2								
Case Manager/ Service Coordinator	30	1									
Employment Services Staff		1									
Housing Services Staff	1	1									
Consumer Support Staff	1	1									
Family Member Support Staff		1	1								
Benefits/Eligibility Specialist		1									
Other Unlicensed MH Direct Service Staff	4	1	4								
Subtotal, A (County)	54		7	43	3	2	4		2	54	
Mental Health Rehabilitation Specialist	4	1									
Case Manager/ Service Coordinator		1									
Employment Services Staff		1									
Housing Services Staff		1									
Consumer Support Staff		1									
Family Member Support Staff		1									
Benefits/Eligibility Specialist		1									
Other Unlicensed MH Direct Service Staff		1									
Subtotal, A (All Other)	4		0	4							
Total, A (County & All Other):	58		7	47	3	2	4		2	58	

# EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

## I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)					# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)	
				White/ Cau-casian (5)	Hispanic/ Latino (6)	African- Ameri-can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)		Multi Race or Other (10)
Psychiatrist, general	4	1								
Psychiatrist, child/adolescent	2	1								
Psychiatrist, geriatric		1								
Psychiatric or Family Nurse Practitioner		1								
Clinical Nurse Specialist		1								
Licensed Psychiatric Technician	8	1								
Licensed Clinical Psychologist	3	1								
Psychologist, registered intern (or waived)	2	1								
Licensed Clinical Social Worker (LCSW)	4	1								
MSW, registered intern (or waived)	4	1	2							
Marriage and Family Therapist (MFT)	4	1								
MFT registered intern (or waived)	10	1								
Other Licensed MH Staff (direct service)		1								
Subtotal, B (County)	45		2	33	6		1		5	45
Psychiatrist, general		1								
Psychiatrist, child/adolescent	1	1								
Psychiatrist, geriatric		1								
Psychiatric or Family Nurse Practitioner	7	1								
Clinical Nurse Specialist		1								
Licensed Psychiatric Technician		1								
Licensed Clinical Psychologist		1								
Psychologist, registered intern (or waived)		1								
Licensed Clinical Social Worker (LCSW)	3	1								
MSW, registered intern (or waived)	3	1								
Marriage and Family Therapist (MFT)	7	1								
MFT registered intern (or waived)	9	1								
Other Licensed MH Staff (direct service)										
Subtotal, B (All Other)	30		0	21	5	2	2			30

Total, B (County & All Other):		75	2	54	11	2	3	5	75
--------------------------------	--	----	---	----	----	---	---	---	----

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)						# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)
				White/ Cau- casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)	
Physician	1	1								
Registered Nurse	3	1	1							
Licensed Vocational Nurse	6	1	2							
Physician Assistant	1	1	1							
Occupational Therapist	1	1								
Other Therapist (e.g., physical, recreation, art, dance)		1								
Other Health Care Staff (direct services, to include traditional cultural healers)		1								
<b>Subtotal, C (County)</b>	<b>12</b>		<b>4</b>	<b>9</b>		<b>1</b>		<b>1</b>	<b>1</b>	<b>12</b>
Physician										
Registered Nurse										
Licensed Vocational Nurse										
Physician Assistant										
Occupational Therapist										
Other Therapist (e.g., physical, recreation, art, dance)										
Other Health Care Staff (direct services, to include traditional cultural healers)										
<b>Subtotal, C (All Other)</b>	<b>0</b>		<b>0</b>							
<b>Total, C (County &amp; All Other):</b>	<b>12</b>		<b>4</b>	<b>9</b>		<b>1</b>		<b>1</b>	<b>1</b>	<b>12</b>

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)						# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)	
				White/ Cau- casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)		
CEO or manager above direct supervisor	8	1									
Supervising psychiatrist (or other physician)	1	1									
Licensed supervising clinician	9	1									
Other managers and supervisors		1									
<b>Subtotal, D (County)</b>	<b>18</b>			<b>15</b>					<b>3</b>		<b>18</b>
CEO or manager above direct supervisor	1	1									
Supervising psychiatrist (or other physician)	3	1									
Licensed supervising clinician		1									
Other managers and supervisors		1									
<b>Subtotal, D (All Other)</b>	<b>4</b>			<b>3</b>	<b>1</b>						<b>4</b>
<b>Total, D (County &amp; All Other):</b>	<b>22</b>			<b>18</b>	<b>1</b>				<b>3</b>		<b>22</b>

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)							# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)	
				White/ Cau- casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)			
Accountant, Analysts, tech support, quality assurance	2	1										
Education, training, research		1										
Clerical, secretary, administrative assistants	25	1										
Accountant, IT Staff, Other support staff (Non-Direct Services)			2									
Subtotal, E (County)	27		2	20	3	2				2	27	
Analysts, tech support, quality assurance	1	1										
Education, training, research		1										
Clerical, secretary, administrative assistants	4	1										
Accountant, IT Staff, Other support staff (Non-Direct Services)		1										
Subtotal, E (All Other)	5			5								
Total, E (County & All Other):	32		2	25	3	2				2	32	

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### I. By Occupational Category

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of FTEs currently in the workforce – Col. (11)						# FTE filled (5)+(6)+ (7)+(8)+ (9)+(10) (11)
				White/ Cau- casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)	
	156	1	15	122	12	3	5	1	13	156
	43	1		33	6	2	2	0	0	43
	199		15	155	18	5	7	1	13	199

#### F. TOTAL PUBLIC MENTAL HEALTH POPULATION

Major Group and Positions (1)	Estimated # FTE authorized (2)	Position hard to fill? 1 = Yes 0 = No (3)	# FTE estimate to meet need in addition to # FTE authorized (4)	Race/Ethnicity of individuals planned to be served (prevalence rate)						All individuals (5)+(6)+ (7)+(8)+ (9)+(10) (11)
				White/ Cau- casian (5)	Hispanic/ Latino (6)	African- Ameri- can/ Black (7)	Asian/ Pacific Islander (8)	Native American (9)	Multi Race or Other (10)	
				3013	774	98	315	35	126	4361

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### II. Positions Specifically Designed for Individuals with Consumer and Family Member Experience

Major Group and Positions	Estimated # FTE authorized and to be filled by clients or family members	Position hard to fill with clients or family members? (1 = Yes, 0 = No)	# additional client or family member FTEs estimated to meet need
(1)	(2)	(3)	(4)
<b>A. Unlicensed Mental Health Direct Service Staff</b>			
Consumer Support Staff	0	1	
Family Member Support Staff	1	1	1
Other Unlicensed MH Direct Service Staff	4	1	4
<b>Subtotal, A</b>	<b>5</b>	<b>1</b>	<b>5</b>
<b>B. Licensed Mental Health Direct Service Staff</b>			
	4	1	4
<b>C. Other Health Care Direct Service Staff</b>			
		1	
<b>D. Managerial or Supervisory</b>			
	2	1	2
<b>E. Support Staff (Non-Direct Services)</b>			
<b>GRAND TOTAL (A+B+C+D+E)</b>	<b>11</b>	<b>1</b>	<b>11</b>

#### III. Language Proficiency

For languages other than English, please list (1) the major ones in your county/city, (2) the estimated number of public mental health workforce members currently proficient in the language, (3) the number of additional individuals needed to be proficient, and (4) the total need (2) + (3).

Languages, Other than English (1)	Number who are proficient (2)	Additional number who need to be proficient (3)	Total (2) + (3) (4)
<b>1. Spanish</b>	Direct Service Staff: 12 Others: 3	Direct Service Staff: 3 Others: 3	Direct Service Staff: 15 Others: 6
<b>2. Punjabi</b>	Direct Service Staff: 6 Others: 2	Direct Service Staff: 1 Others: 2	Direct Service Staff: 7 Others: 4
<b>3. Hmong</b>	Direct Service Staff: 2 Others: 1	Direct Service Staff: 2 Others: 2	Direct Service Staff: 4 Others: 3
<b>4. Hindi</b>	Direct Service Staff: 2 Others:	Direct Service Staff: Others: 1	Direct Service Staff: 2 Others: 1
<b>5. Laotian</b>	Direct Service Staff: 1 Others:	Direct Service Staff: 1 Others: 1	Direct Service Staff: 2 Others: 1

### EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

#### IV. Remarks

Provide a brief listing of any significant shortfalls that have surfaced in the analysis of data provided in sections I, II, and/or III. Include any subset of shortfalls or disparities that are not apparent in the categories listed, such as subsets within occupations, racial/ethnic groups, special populations, and underserved communities.

##### **A. Shortages by occupational category:**

**Mental Health Rehabilitation Specialist, Family Member Support Staff, Other unlicensed MH Direct Staff (Mental Health Workers), Any level nursing (LPT, LVN, RN), Support Staff non direct services (receptionists).** Recruitment is an ongoing enterprise to find candidates who have the needed experience and education. It is highly desired to have "first contact" employees who have bilingual bicultural abilities.

##### **B. Comparability of workforce, by race/ethnicity, to target population receiving public mental health services:**

The original CSS plan identified Latino, Asian Indian, and Hmong populations in Sutter and Yuba counties as target populations. Our workforce reflects 4% Hmong, 9% Latino, and 7% Asian Indian. The mental health population receiving services reflects 7% Hmong, 18% Latino, and 3% Asian Indian.

##### **C. Positions designated for individuals with consumer and/or family member experience:**

Sutter-Yuba Mental Health has several consumer/family member volunteers or peer counselors. There is a need to develop and employ consumer staff in regular benefited positions. Programs that provide consumer staff with the education and training needed to access benefited positions need to be developed and implemented.

##### **D. Language proficiency:**

SYMh needs to increase the number of bilingual bicultural employees in the "first contact" and direct service categories. Positions include Crisis Counselors, Receptionists, Business Office Staff, MH Rehabilitation Specialists, Peer Mentors, and Access Workers.

##### **E. Other, miscellaneous:**

SYMh does have a strong list of interpreters who are utilized on a daily basis. It is in the "first contact" category that we would like to increase our bilingual ability.



#### **EXHIBIT 4: WORK DETAIL**

Please provide a brief narrative of each proposed *Action*. Include a Title, short description, objectives on an annualized basis, a budget justification, and an amount budgeted for each of the fiscal years included in this Three-Year Plan. The amount budgeted is to include only those funds that are included as part of the County's Planning Estimate for the Workforce Education and Training component. The following is provided as a format to enable a description of proposed Action(s):

#### **A. WORKFORCE STAFFING SUPPORT**

**Action #1 – Title:** Plan Coordinator

**Description:** This individual would have the responsibility of coordinating all aspects of development and implementation of the WET plan. This would be a leadership position with responsibility of supervising other WET staff. This individual would be responsible for oversight and coordination of all tasks pertaining to the successful implementation of the WET plan for Sutter-Yuba counties.

#### **Objectives:**

1. Provide ongoing implementation, assessment, and supervision of WET activities.
2. Supervise WET staff.
3. Provide ongoing coordination of WET programs, activities, and development phases.
4. Coordinate three community "Wellness" training/education workshops for SYMH staff and community stakeholders.
5. Explore the possibility of developing a mental health certificate program.

#### **Budget justification:**

- 1500 hours @ rate of \$ 47 per hour \$70,500 per year
- Administration , stakeholder meetings, travel, training, and general office \$3,000 per year

<b>Budgeted Amount:</b>	<b>FY 2011-16:</b>		0
	\$73,500 annually		

**Action #2 – Title: Wellness Service Delivery Training**

**Description:** A contract trainer who is a consumer to present workshop/trainings focused on personal knowledge and experience as a consumer of service delivery in the Public Mental Health System. Workshops would be presented to several specific audiences per year. Workshops will occur once a month for 12 months per year.

**Objectives:**

1. Present 12 workshops annually one per month on topics related to wellness, recovery, and resilience.
2. Presentations will promote wellness and recovery as related to mental health service delivery.
3. Workshops will target specific audiences in the community, contractors, and existing service delivery system each month.
4. At least two workshops per year will target consumers and family members.
5. Work in collaboration with the Adult Education community and the Wellness Community Center.

**Budget justification:**

- 12 workshops at \$200 per meeting \$2,400 per year

<b>Budgeted Amount:</b>	<b>FY 2011-16:</b>	
	<b>\$2,400 annually</b>	

**Action #3 – Title: Core Competencies Training**

**Description:** Contract trainer in conjunction with SYMH staff and MHA to provide monthly “All Staff” workshops to prepare county administrative/clinical staff that provide our Public Mental Health System with a better understanding of wellness, recovery, cultural competency and resilience. This plan would create “Wellness” training/education opportunities for SYMH staff and community stakeholders.

**Objectives:**

1. Coordinate and present 12 workshops annually.
2. Present baseline ability and understanding of wellness and recovery concepts to Medical Record Staff, Reception Staff, and Business Office staff 4 times per year.
3. Develop and implement three “Wellness” workshops per year for SYMH staff and all community stakeholders.

**Budget justification:**

- 12 workshops @ \$200 \$2,400
- 4 baseline workshops @ \$200 \$ 800

**Budgeted Amount:**

FY 2011-16: \$3,200 annually

**EXHIBIT 4: WORK DETAIL –  
B. Training and Technical Assistance**

**Action #4 – Title: Integrating Cultural Competence in the Public Mental Health System**

**Description:** The purpose of the Integrating Cultural Competence action plan is to develop understanding, skills, and strategies, multicultural knowledge, awareness of cultural barriers, sensitivity and responsiveness to consumers, understanding of socio-cultural diversities, and to assist establishing cultural competence into the MHSA process in Sutter and Yuba counties. Increasing Sutter-Yuba's capacity for the delivery of culturally relevant services will ultimately result in better outcomes for our culturally diverse clients.

**Objectives:**

1. Provide trainings focused on the diverse needs of the Latino, Hmong, and Asian Indian and other ethnic communities.
2. Provide training to develop clinical skills of clients and family members as service providers.
3. Provide basic Spanish language skills for staff/contractors working with Adult Education and the Community College. Training goals will be set each year based on staff/contractor interest.
4. Provide multicultural education and training opportunities for staff, consumers, family members, and community stakeholders.
5. Utilize distance learning models to reduce the impact of training events on departmental operations.
6. Provide training based on stakeholder input.
7. Annual training topics include (not limited to) Cultural Formulation, Multicultural Knowledge, Cultural Sensitivity, Cultural Awareness, Social Cultural Diversity, Mental Health Interpreter Skills, How to Work with Interpreters, and Client Culture.

**Budget justification:**

- Language skills \$1,000
- Trainers, events, operations, cultural competence integration tools, learning contracts, community networking, distance learning, and transportation \$15,500
- Provide .4 FTE Spanish speaking Medical Clerk \$11,000

<b>Budgeted Amount:</b>	<b>FY 2011-16:</b>		
	\$27,500 annually		

**Action #5 – Title: Intern Supervision Program**

**Description:** Contract with a qualified supervisor to provide clinical supervision to registered interns who work at, or are assigned to Sutter-Yuba Mental Health. Program would address filling hard to fill positions and the need to integrate consumers and family members into the workforce at all levels.

**Objectives:**

1. To attract intern level individuals to the workforce in Sutter-Yuba Mental Health.
2. Provide supervision hours for interns.
3. To hire qualified individuals who intern at Sutter-Yuba Mental Health.
4. To encourage intern qualified family members and consumers to intern at Sutter-Yuba Mental Health.

**Budget justification:**

- Contract 357 hours at \$47 per hour. Total \$16,800

<b>Budgeted Amount:</b>	<b>FY 2011-16:</b>		
	\$16,800 annually		

**EXHIBIT 4: WORK DETAIL – page 4**

**C. MENTAL HEALTH CAREER PATHWAY PROGRAMS**

**Action #6 – Title: Youth Workforce and Career Program**

**Description:** Coordinator will work with high school counselors and workforce agencies and lead coaching skills supporting wellness, recovery, and resilience with high school youth. Outreach to the schools would be in conjunction with the ongoing Prevention Early Intervention program. Targeted groups would be ethnic or bicultural clubs, peer counseling programs, and public service clubs. The general emphasis will be wellness, recovery, and resilience. Counselors would be educated in assisting youth in career pathways that encourage post-secondary education and employment in the Public Mental Health workforce.

**Objectives:**

1. Develop workforce program with a focus on youth.
2. Lead coaching skills supporting wellness, recovery, and resilience.
3. Develop a network with high school counselors and workforce agencies.
4. Work collaboratively with the Prevention Early Intervention Program.
5. Promote and cultivate youth to pursue and prepare for college education.

**Budget justification:**

- 215 Coordinator hours @ \$18.60 per hour = \$4,000
- Transportation aid \$550

<b>Budgeted Amount:</b>	FY 2011-16: \$4,550 annually		
-------------------------	---------------------------------	--	--

**Action #7 – Title: Adult Workforce Plan**

**Description:** Coordinator will partner with workforce development agencies and develop knowledge of employment opportunities in the mental health field. This program will link consumers with employment preparation opportunities. Would also work with case managers and counselors working with adult clients on employment support techniques. This program would also partner/target Adult School Programs, Adults Learning English Classes, the library, and Yuba College to increase bilingual and bicultural staffing.

**Objectives:**

1. Partner with workforce development agencies.
2. Link consumers with employment readiness opportunities.
3. Promote job coaching skills for case managers and counselors to utilize when working with adult clients.
4. Promote wellness, recovery, and resilience in the workforce community.

**Budget justification:**

- 215 Coordinator hours @ \$18.60 per hour = \$4,000
- Transportation Aid \$550

<b>Budgeted Amount:</b>	FY 2011-16:	
	\$4,550 annually	

**EXHIBIT 4: WORK DETAIL – page 5**

**F. FINANCIAL INCENTIVE PROGRAMS**

**Action #8 – Title:** Scholarship Fund Program

**Description:** Scholarship program will pay towards the costs related to: tuition, registration fees, books, and supplies. All costs paid by a scholarship will be associated with an employee participating in training and education activities that possess a direct link to addressing occupational shortages related to clinical/administrative skills needed in: licenses, language proficiency, positions requiring advanced degrees, under representation of racial/ethnic, cultural and linguistic groups in the Sutter-Yuba Mental Health workforce. Participants receiving scholarships would agree to remain employed at Sutter-Yuba Mental Health for a period of two years. The Scholarship Fund Program would consist of three components. The first would be for post college graduate education and have \$27,500 available per year. The second would be for Bachelor Degrees and have \$10,000 available per year depending on the number of applicants. The third would have \$10,000 per year available for Associate Arts, LPT, or LVN depending on number of applicants.

**Objectives:**

1. Provide scholarships for employees who wish to improve their education in the mental health field.
2. Address occupational shortages in the Sutter-Yuba Mental Health workforce.
3. Retain skilled staff in the workforce.
4. Fill workforce needs based on critical skills needed in Sutter-Yuba Mental Health.
5. Increase the opportunity for individuals, with an emphasis on those with lived experience and those with diverse racial, ethnic, and cultural communities to pursue license and unlicensed positions in community mental health.
6. The funds can be allocated up to maximum dollar amount each year, and the funding categories will be determined by the Mental Health Director based on the needs of SYMH.

**Budget justification:**

- \$27,500 per year through June 2016.
- \$10,000 per year through June 2016.
- \$10,000 per year through June 2016

**Total** \$47,500 per year through June 2016

<b>Budgeted Amount:</b>	<b>FY 2011-16:</b>	
	\$47,500 annually	



## EXHIBIT 5: ACTION MATRIX

Please list the titles of ACTIONS described in Exhibit 4, and check the appropriate boxes (4) that apply.

Actions (as numbered in Exhibit 4, above)	(1)	(2) Promotes wellness, recovery, and resilience	(3) Promotes culturally competent service delivery	(4) Promotes meaningful inclusion of clients/family members	(5) Promotes an integrated service experience for clients and their family members	(6) Promotes community collaboration	(7) Staff support (infrastructure for workforce development)	(8) Resolves occupational shortages	(9) Expands postsecondary education capacity	(10) Loan forgiveness, scholarships, and stipends	(11) Regional partnerships	(12) Distance learning	(13) Career pathway programs	(14) Employment of clients and family members within MH system
Action #_1_: WET Plan Coordinator		X	X	X	X	X	X	X						X
Action #_2_: Wellness Service Delivery Training		X	X	X	X	X	X							X
Action #_3_: Core Competencies Training		X	X	X	X	X	X	X				X		X
Action #_4_: Integrating Cultural Competence		X	X	X	X	X	X		X			X	X	X
Action #_5: Intern Supervision Program		X	X	X	X	X	X	X	X				X	X
Action #_6_: Youth Workforce and Career Program		X	X	X	X	X	X	X	X				X	X
Action #_7_: Adult Workforce Program		X	X	X	X	X	X	X	X				X	X
Action #8 Scholarship Fund Program:		X	X	X	X	X	X	X	X	X			X	X

[illegible][illegible][illegible]




## **STAFF REPORT**

**DATE:** June 29, 2011

**TO:** The Honorable Roger Abe, Chairman  
Members of the Yuba County Board of Supervisors

**FROM:** Brynda Stranix, District Director  
Yuba-Sutter Economic Development District

**SUBJECT:** Yuba-Sutter Economic Development District  
2011-2012 Comprehensive Economic Development Strategy (CEDS)

### **BACKGROUND**

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diversified economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annually updated CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

All public works projects must be included the District's most recent CEDS to be considered for funding by EDA.

This document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter counties and the cities of Marysville, Live Oak, and Wheatland.

### **DISCUSSION**

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. The CEDS document contains:

- An analysis of economic and community development problems and opportunities;
- An economic development background of the Yuba-Sutter district, with a discussion of the economy, including geography, population, labor force, resources and the environment;
- A section setting forth goals and objectives for taking advantage of the opportunities and solving the economic development problems; and,
- A plan of action, including suggested projects to implement objectives and goals set forth in the strategy.

The CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and contains three main elements: analysis, vision and action plan.

The analysis assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

I would also like to point out that in this analysis, many of the goals and projects included in the final document are supported by all jurisdictions in the District. Those specific goals and projects are wastewater treatment facilities, regional flood control, reconstruction of the 5<sup>th</sup> Street bridge and, of course, the third bridge that would span the Feather River which has been a long-term goal of this community for years.

The CEDS Committee's purpose is to formulate a regional economic strategy for the District. It incorporated direction from both Yuba and Sutter counties and the cities of Live Oak, Marysville and Wheatland.

The committee was comprised of community and business leaders representing a diverse cross section of the region and I would like to take this opportunity to mention them by name and thank them for their effort and devotion to this process. They are:

Dana Burroughs	Yuba-Sutter Economic Development Corporation
Renee Garcia	U.S. Bank
Doug Gibbs	Gibbs Group
Bob Harland	Greenfreak, LLC
John Hodge	Greenfreak, LLC
Dawn Johnson	Yuba-Sutter Mall
Lee Jones	Harkey House
Coleen Morehead	Sutter Buttes Sand & Gravel
Laura Nicholson	Yuba-Sutter Chamber of Commerce

Each jurisdiction included in the District was also represented on the committee, those individuals are:

Randy Cagle	Sutter County Community Services, Assistant Director
Stan Cleveland	Sutter County, Board of Supervisors
Jim Goodwin	City of Live Oak, City Manager
Diane Hodges	City of Live Oak, City Councilmember
Dave Lamon	City of Marysville, City Services Director
Kevin Mallen	Yuba County Community Development and Services Agency, Director
Stephen Wright	City of Wheatland, City Manager

Laura Nicholson chaired the Committee. Yuba-Sutter Economic Development Corporation provided staff support, administrative services and facilities.

I am happy to report to you that our community was well represented in the CEDS process by these individuals. We, as a community, can take special pride in knowing that we have such dedicated citizens among us. It has been my distinct pleasure working with each of them.

#### **FISCAL IMPACT**

We anticipate no fiscal impact as a result of this agenda item.

#### **ACTION REQUESTED**

Approve and adopt the 2011-2012 Comprehensive Economic Development Strategy report and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the "Resolution" before you.

The 2011-2012 CEDS document will be available on Yuba-Sutter Economic Development Corporation's website at [www.ysedc.org](http://www.ysedc.org) following EDA's and the sub-state governments' approval.

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

**RESOLUTION APPROVING THE )  
2011-2012 COMPREHENSIVE )  
ECONOMIC DEVELOPMENT STRATEGY )  
AND PROGRAM PROJECTION FOR )  
THE YUBA-SUTTER ECONOMIC )  
DEVELOPMENT DISTRICT AS )  
PREPARED AND RECOMMENDED BY )  
YUBA-SUTTER ECONOMIC )  
DEVELOPMENT CORPORATION AND )  
THE COMPREHENSIVE ECONOMIC )  
DEVELOPMENT STRATEGY COMMITTEE)**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by the County of Yuba, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

**WHEREAS**, the CEDS Committee began preparation of the required annual report in March 2011, and approved and adopted said document June 8, 2011; and

**WHEREAS**, said action also directed the CEDS document be submitted to the Yuba County Board of Supervisors for its review and action;

**NOW THEREFORE BE IT RESOLVED**, that the Yuba County Board of Supervisors, after reviewing said CEDS document, hereby approves the report and authorizes its submittal to the Economic Development Administration. Passed and adopted this 26th day of July 2011 by the following vote:

AYE:

NO:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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



**THIS PAGE INTENTIONALLY LEFT BLANK**



*COUNTY*  
*DEPARTMENTS*

**THIS PAGE INTENTIONALLY LEFT BLANK**





320-11

## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** July 26, 2011  
**Re:** Yuba County Senior Center 2011

---

### Recommendation

Consider for approval the attached resolution to terminate the Memorandum of Understanding between Yuba County and the County Office of Education for the space at the Olivehurst Community Center.

### Background

In February of 2010, the Board authorized moving the Yuba County Seniors into the Olivehurst Community Center at a rent of \$3000 per month. This rent and utilities were paid for by a Community Development Block Grant through September of 2010. Since that time, the rent and utilities have been borne by the General Fund.

### Discussion

The Yuba County Senior Center began at the former County location on 14<sup>th</sup> Street in Marysville before moving out to Olivehurst. It primarily serves the senior communities from Marysville, Linda and Olivehurst areas. Their participation has seen a steady, incremental increase since their relocation out to the Olivehurst Center.

In March of this year the several members of County Administration and the Board's Ad Hoc Committee met with the Yuba County Seniors to discuss the financial ability of the County to continue to fund these rental costs for the seniors. With the state of the public budget, the County was not really in a position to continue this funding. And, given that the Yuba County Seniors have their own 501(c)3 non-profit status it was thought they may have grant opportunities to which the County does not have access.

A committee comprised of members from the County, the seniors organization, the Office of Education and several non-profit groups in the Yuba Sutter area then got together and discussed what that could mean in terms funding opportunities for the Senior Center. It was agreed by all present that the best option was for the seniors to enter into their own lease agreement directly with the Office of Education in order to take advantage of the grant potential in the marketplace. At the

table' were representatives from local groups who had many ideas about grant opportunities that might be applicable to the seniors, and how they could go about applying for them, along with offers to help with that process. Since that time several grants have been applied for, and we are waiting for their outcome.

It was also agreed that the County would continue to try helping the seniors by working to bring together other resources to help them look for grant opportunities; however the seniors understand they are ultimately responsible for these costs each month.

The County has also committed to continue to provide the same level of custodial services we have provided up to this point through the end of the fiscal year, and we will continue to coordinate the basic building maintenance as we have since they moved in.

Worth noting, the Office Education, as the building owner maintains the building 'shell' and the County Buildings & Grounds maintains the interior of the building. The County anticipates creating a simple services agreement with the seniors to clarify and quantify these services.

### **Committee**

Because the Ad Hoc committee has been involved in all these discussions, the decision was made to bring the resolution straight to the Board of Supervisors for consideration.

### **Financial Impact**

The County has borne the full cost of providing the facilities for the Yuba County Seniors organization. There has been no financial support from either incorporated municipality in the County.

The County currently pays \$3000 per month in rent for the Olivehurst Community Center facility as well as an average \$1000 per month in utilities; paid by Administrative Services. These costs will continue through the end of the first quarter of the 2011-12 fiscal year for a total of \$12,000. This amount is included in the current Administrative Services budget.

We also pay \$200 per month for custodial services to clean the facility and we anticipate that cost to continue through all of the 2011-12 fiscal year. There are also miscellaneous building maintenance and repair costs, estimated at about \$3800, for the coming year. These are also already included in the Administrative Services budget.

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

**RESOLUTION TERMINATING THE 10-108 )  
MEMORANDUM OF UNDERSTANDING )  
BETWEEN THE COUNTY OF YUBA AND )  
YUBA COUNTY OFFICE OF EDUCATION )  
FOR THE LEASE OF THE OLIVEHURST )  
COMMUNITY CENTER )**

---

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the County of Yuba and the Yuba County Office of Education (YCOE) have executed a Memorandum of Understanding (MOU) to lease the Olivehurst Community Center at 4979 Olivehurst Ave for the Yuba County Seniors;

**WHEREAS**, the Yuba County Senior Center has been operating in this space at the Olivehurst Community Center since April 2010;

**WHEREAS**, the Yuba County Senior Center provides a location for congregant meals for local seniors, as well as a plethora of activities for seniors of our community including, but not limited to, bingo, exercise classes and computer training;

**WHEREAS**, the rent and utilities for the lease of the Olivehurst Community Center was paid for by a Community Block Grant and those funds were exhausted in September 2010;

**WHEREAS**, since the exhaustion of the Community Block Grant Funds, the said rent and utilities have been paid for by the Yuba County General fund in the amount of \$3000.00 per month;

**WHEREAS**, due to its current financial situation, the County can no longer financially support the rent on said facility;

**WHEREAS**, the Yuba County Seniors Organization has agreed to seek a lease directly with the Yuba County Office of Education for the Olivehurst Community Center facility;

**WHEREAS**, the County will continue to fund the rent and utilities on the facility through the first quarter of the current fiscal year (through September 2011);

**WHEREAS**, the County has served preliminary 90 day termination notice to the Office of Education of our intention to terminate the MOU effective September 30, 2011; pending the approval of the Board of Supervisors;

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby approves this resolution to terminate the 10-108 Memorandum of Understanding between the County and the Office of Education.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Roger Abe, Chairman

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

*Ynaria Bryant-Pollard*

# The County of Yuba

---

**Office of Clerk of the Board of Supervisors**

---

321-11



**To:** Board of Supervisors

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

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the printed name.

**Subject:** Yuba Sutter Mental Health Advisory Board

**Date:** July 26, 2011

## **Recommendation**

Appoint one individual to the Yuba Sutter Mental Health Board with term ending July 26, 2014.

## **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 and is updated regularly. This is a scheduled vacancy. Applications have been received from Dennis Ayres and Johnnie Colburn and are attached for your review and consideration. Also attached is a recommendation from the Advisory Board.

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

## **Fiscal Impact**

None. Members of the panel serve without compensation.

## **Committee Action**

Brought directly to the Board for consideration.

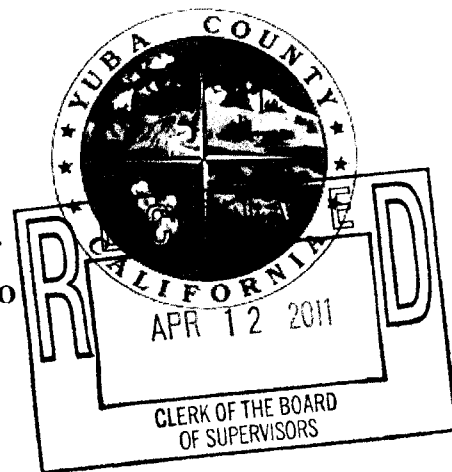
attachments

# 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



Sutter-Yuba mental Health Board- Advisory

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

DENNIS MICHAEL AYRES

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

N/A

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

Electrician / warehouse mgr. Retired - US. MARP-Viet NAM  
Reger ABE - District 4

REASONS YOU WISH TO  
SERVE ON THIS BODY:

wanting to get involved with community  
To understand & help make a difference

QUALIFICATIONS:

Dealing with mental health issues last 40 yrs

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

NONE

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.

Dennis Michael Ayres  
SIGNATURE

April 9, 2011  
DATE

## THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: \_\_\_\_\_

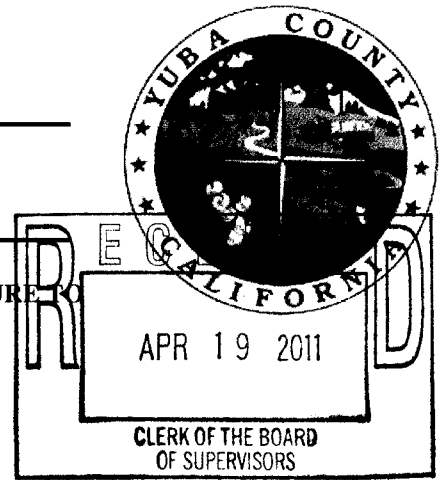
☐ OTHER: \_\_\_\_\_

# 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



Mental Health Board  
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME: Johnnie Golburn  
MAILING ADDRESS: [REDACTED]  
PHYSICAL ADDRESS: [REDACTED]  
TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]  
OCCUPATION/PROFESSION: Retired  
SUPERVISOR/ DISTRICT NUMBER: \_\_\_\_\_

REASONS YOU WISH TO SERVE ON THIS BODY:	<u>to be of service to my community</u>
QUALIFICATIONS:	<u>Resident of Yuba County 62 Yrs</u> <u>currently Attending Yuba College to obtain CADAC</u>
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	<u>member of Yuba County Grand Jury</u> <u>2000 - 2002</u>

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 Johnnie Golburn DATE 4-12-11

## THIS SECTION FOR OFFICE USE ONLY

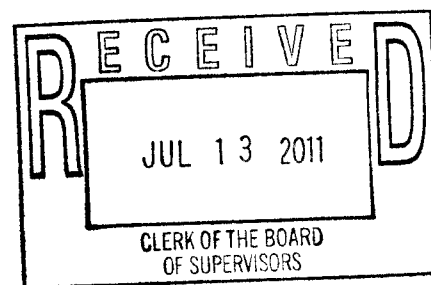
- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: \_\_\_\_\_
- ☐ OTHER: \_\_\_\_\_

**SUTTER-YUBA  
MENTAL HEALTH BOARD**

**1965 Live Oak Blvd.**

**Yuba City, CA 95991**

**(530) 822-7200**



DATE: July 7, 2011

TO: Yuba County Board Clerk – Donna Stottlemeyer

FROM: Brad Luz, Ph.D. *Brad Luz*  
Assistant Director of Human Services for Mental Health  
David Markland, Chairman, Sutter-Yuba Mental Health Board *DM*

SUBJECT: Appointment Recommendation for Yuba County Vacancy (at large) for  
Sutter-Yuba Mental Health Board

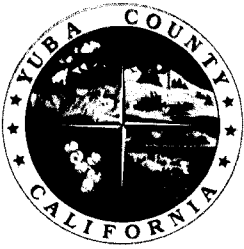
On behalf of the Mental Health Board, we wish to recommend the appointment of Dennis “Mike” Ayres to fill the vacant seat on the Sutter-Yuba Mental Health Board representing Yuba County (at large). Please reference his application attached.

Please advise this office (through Nancy Fontinel) when this recommendation comes before the Board of Supervisors for action. Thank you for your favorable consideration of our request.

BL:MM/nf

Attachment





# *THE COUNTY OF YUBA*

## OFFICE OF EMERGENCY SERVICES

SCOTT BRYAN  
EMERGENCY SERVICES OFFICER

322-11

### BOARD MEMO

Date: July 26, 2011

To: Board of Supervisors

Fr: Robert Bendorf, CAO-Director of Emergency Services  
By: Scott Bryan, Emergency Services Officer

Re: Cooperative Fire Protection Dispatch Agreement for term July 1, 2010 to June 30, 2013

#### **Recommendation:**

Review and consider adoption of resolution approving and authorizing the Chairman to execute the fiscal year 2010/11 through 2012/13, Cooperative Fire Protection Dispatch Agreement, (Schedule "A" contract), with the California Department of Forestry and Fire Protection (Cal Fire).

#### **Background/Discussion:**

In excess of twenty five years, the County of Yuba has supported the Yuba County Rural Fire Joint Powers Agency (JPA) by entering into the Cooperative Fire Dispatch Agreement, for the purpose of providing dispatch services within the sphere of influence of the fire service districts which comprise the Yuba County Rural Fire JPA. This has historically been a three year agreement, with each year having a set "Not to Exceed" cost, based on the prior year total call volume. The agreement for these services has cost the general fund approximately \$226,825 since FY 2005/06.

In February 2011 the County again received a renewal of the three year agreement, consistent with prior agreements, with a cost not to exceed \$43,778 in the first year. This agreement was approved by Counsel and set for the Consent Agenda June 21, 2011, due to the routine nature of the on-going agreement. On June 10, 2011 the County received a second agreement from Cal Fire for the same dispatching services stating the manner in which their agreements were managed had changed which caused a revision to the contract showing the total "Not to Exceed" cost of the agreement to be \$150,674, with the initial year of the agreement remaining at \$43,778. This was the only change to the contract, which did not necessitate a second review by Counsel. Per Cal Fire an overall increase in the volume of calls dispatched for the fire districts and a rise in the number of Emergency Medical Dispatch transfers from the Sheriff's Office to the Cal Fire Grass Valley Emergency Communications Center has caused the increase to the agreement.

#### **Committee Action:**

This matter was brought before the Protection Inspection Committee for review and recommendation.

#### **Fiscal Impact:**

The first year of the agreement which will not exceed \$43,778 for this fiscal year, is included in the submitted OES budget for FY 2011/12. The subsequent years are listed as "Not to Exceed" \$52,096 and \$54,701, which average an increase of approximately \$10,000 a year in general fund costs.

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

**IN REFERENCE TO:**

**RESOLUTION AUTHORIZING THE                    )     RESOLUTION NO. \_\_\_\_\_**  
**CHAIRMAN OF THE BOARD TO EXECUTE )**  
**THE COOPERATIVE FIRE PROTECTION     )**  
**AGREEMENT,(SCHEDULE “A” CONTRACT )**

---

**WHEREAS,** the Yuba County Board of Supervisors has previously authorized its Chairman to execute contracts and amendments thereto between the County of Yuba and the California Department of Forestry and Fire Protection (Cal Fire); and

**WHEREAS,** the California Department of Forestry and Fire Protection is providing on-going fire dispatch services to the County of Yuba through a Board resolution; and

**WHEREAS,** the California Department of Forestry and Fire Protection has submitted a three year agreement to continue these services for fiscal years 2010/2011 through 2012/2013 at a cost not to exceed \$43,778 for fiscal year 2010/2011;

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Board of Supervisors is hereby authorized to execute on behalf of the County of Yuba the Cooperative Fire Protection Agreement (#2CA01479) with the State of California Department of Forestry and Fire Protection for fiscal years 2010/2011 through 2012/2013, and any amendments thereto, subject to approval by County Counsel.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES:

NOES:

ABSENT:

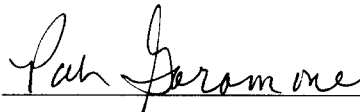
ABSTAIN:

\_\_\_\_\_  
**Roger Abe** Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

APPROVED AS TO FORM  
ANGIL MORRIS-JONES  
County Counsel

  
\_\_\_\_\_

**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**  
LG-1 REV. 04/2011

322-11

AGREEMENT NUMBER **2CA01479**

REGISTRATION NUMBER:

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

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

County of Yuba (Consolidated Dispatch)

2. The term of this Agreement is: July 1, 2010 through June 30, 2013

3. The maximum amount of this Agreement is: \$ 150,674.00  
One-hundred fifty-thousand, six-hundred seventy-four dollars & 0 cents

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 – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	5	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	0	pages

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

**LOCAL AGENCY**

LOCAL AGENCY'S NAME  
County of Yuba

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
Roger Abe, Chairman of the Board

ADDRESS  
Yuba County Board of Supervisors  
915 - 8<sup>th</sup> Street, Suite 109, Marysville, CA 95901

**STATE OF CALIFORNIA**

AGENCY NAME  
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
Clare Frank, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

**California Department of General  
Services Use Only**

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	County of Yuba OES
Name:	Brad Harris	Name:	Scott Bryan
Phone:	530-889-0111, ext 100	Phone:	530) 749-7520
Fax:	530-823-9201	Fax:	530) 749-7524

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Brad Harris	Local Agency:	County of Yuba
Section/Unit:	Nevada-Yuba-Placer	Section/Unit:	OES
Attention:	Brad Harris	Attention:	Scott Bryan
Address:	13760 Lincoln Way, Auburn, CA 95603	Address:	915 8th. St., Suite 117 Marysville, CA 95901
Phone:	530-889-0111, ext. 100	Phone:	530-749-7520
Fax:	530-823-9201	Fax:	(530) 749-7524

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

## **EXHIBIT A** **SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

### **1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

- ☐ 1) Emergency fire protection, emergency response and basic life support: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); Emergency Medical Technician (EMT) level emergency medical and rescue response; public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.
- ☐ 2) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.
- ☒ 3) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is

staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 4) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 5) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 6) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 7) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.



Contractor Name: County of Yuba  
(Consolidated Dispatch)

Contract No: **2CA01479**

- 6 -

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
  - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary

plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-Post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

## **2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

**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. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
  - C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in

which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree 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, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right 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).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic 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 to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:** If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **TIMELINESS**: Time is of the essence in the performance of this agreement.
11. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
12. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
13. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
  - A. The LOCAL AGENCY 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 LOCAL AGENCY, 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."
14. **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.
15. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.
16. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by

a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
  - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
  - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
  - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
17. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
  - B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
  - C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
18. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

19. **LABOR CODE/WORKERS' COMPENSATION:** LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
20. **AMERICANS WITH DISABILITIES ACT:** LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
21. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
22. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
23. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
24. **ENTIRE AGREEMENT:** This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.



**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

Contractor Name: County of Yuba (Consolidated Dispatch)

Contract No: **2CA01479**

~~-15-~~

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

**E. Insurance Coverage Certificate**

## SCHEDULE A - 4142 INDEX 2300 PCA 27344

This is Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2010  
Between State of California Department of Forestry and Fire Protection  
and Yuba County (Consolidated Dispatch), a Local Agency

### PERSONNEL SERVICES:

Qty	Classification	Months	Monthly Rate	Total Salary	Benefit Rate	TOTAL
-----	----------------	--------	-----------------	-----------------	-----------------	-------

#### Command/Support

57.72%

0	Fire Captain	3.0	\$ 4,432	\$ -	\$ -	\$ -
0	Ed. Incent.	3.0	\$ 75	\$ -	\$ -	\$ -
0	Longevity	3.0	\$ 146	\$ -	\$ -	\$ -
47.76%						
6	Comm Operator	12.0	\$ 4,500	\$ 324,000	\$ 154,742	\$ 478,742
1	Comm Operator	6.0	\$ 4,500	\$ 27,000	\$ 12,895	\$ 39,895
1	Comm Operator	3.0	\$ 4,500	\$ 13,500	\$ 6,448	\$ 19,948
56.63%						
1	Office Tech (T)	12.0	\$ 3,400	\$ 40,800	\$ 23,105	\$ 63,905

#### Planned OT

30.33%

@ 1.5	Captain	3.0	\$ 2,084	\$ -	\$ -	\$ -
-------	---------	-----	----------	------	------	------

#### Unplanned OT

1.45%

1	Batt. Chief	Hrs=	125	\$ 35	\$ 4,375	\$ 63	\$ 4,438
1	Captain	Hrs=	75	\$ 27	\$ 2,025	\$ 29	\$ 2,054

1.45%

6	Comm Operator	Hrs =	125	\$ 35	\$ 26,250	\$ 381	\$ 26,631
0	Comm Operator	Hrs =	62.5	\$ 35	\$ -	\$ -	\$ -
0	Comm Operator	Hrs =	31	\$ 35	\$ -	\$ -	\$ -

#### Night Shift Differential

49.50%

2	Night Shift	Hrs =	2079.5	\$ 0.50	\$ 2,079.50	\$ 1,029	\$ 3,109
---	-------------	-------	--------	---------	-------------	----------	----------

**Subtotal Personnel Services: \$ 638,723**

### OPERATING EXPENSE:

#### Uniform Allowance

30.33%

6	Comm Operator	12	\$ 37.50	\$ 2,700.00	\$ 819	\$ 3,519
1	Comm Operator	6	\$ 37.50	\$ 225.00	\$ 68	\$ 293

1	Comm Operator	3	\$ 37.50	\$ 112.50	\$ 34	\$ 147
---	---------------	---	----------	-----------	-------	--------

**Training/Certification**

6	Comm Operator		\$ 500.00		\$ 3,000
1	Comm Operator	0.5	\$ 500.00		\$ 250
1	Comm Operator	0.25	\$ 500.00		\$ 125

3- year average for Grass Valley ECC

**Facility & Operations**

\$52,000	\$ 20,800	15%	\$ 7,800
----------	-----------	-----	----------

60% CDF Cost

40% Contract

Infrastructure-West \$ 10,000

Infrastructure-East \$ -

PROQA MAINTENANCE FEE	\$ 2,000
-----------------------	----------

**Subtotal Operating Expense: \$27,133.77****Subtotal Personal Services & Operating Expense - \$ 665,856****Administrative Charge @ 11.06% \$ 73,644****Master Agreement Total: \$ 739,500****Yuba County's share @ 5.92% \$ 43,778**

Contract will not exceed \$52,096 for FY 2011/12

Contract will not exceed \$54,701 for FY 2012/13

**EXHIBIT D, SCHEDULE B  
STATE FUNDED RESOURCES**

**NAME OF LOCAL AGENCY** County of Yuba

This is Schedule B of Cooperative Agreement originally dated July 1, 2010, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

  x   Original                             Amendment for Fiscal Year                             Not Applicable

FACILITIES

11 Fire Stations

5 Lookouts

1 Air Base

1 Conservation Camp

PERSONNEL

1 Unit Chief

3 Division Chiefs

1 Deputy Chief

11 Battalion Chiefs

1 Fire Prevention Battalion Chief

2 Forester II

5 Forester I

1 Forestry Equipment Manager

1 Heavy Equipment Mechanic

5 Heavy Fire Equipment Operators

40 Fire Captains

18 Fire Apparatus Engineers

100 Firefighter I's

1/2 Dispatch Clerk

1 Forestry Logistics Officer

6 Clerical Support Personnel

EQUIPMENT

20 Fire Engines

3 Bulldozers and Transports

3 Service Units

5 Crew Vehicles

30 Administrative Vehicles

1 Air Attack Plane

2 S-2 Air Tankers

EXHIBIT D, SCHEDULE E

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
TORT LIABILITY

NAME OF LOCAL AGENCY County of Yuba

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Section 15.

BY:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

---

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Worker's Compensation benefits which comply with Labor Code Section 3700 as provided in Section 16.

By:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

---

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Section 15.

By:


\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-1562		<b>CERTIFICATE OF COVERAGE</b>		02/24/2011	
<b>CSAC Excess Insurance Authority</b> <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>PO BOX 6450</b> <b>NEWPORT BEACH, CA 92658-6450</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER		
			IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
			COVERAGE AFFORDED BY: <b>A - See attached schedule of insurers</b>		
<b>Member:</b> YUBA COUNTY ATTN: MARTHA WILSON 915 8TH STREET, SUITE 113 MARYSVILLE, CA 95901			COVERAGE AFFORDED BY: <b>B</b>		
			COVERAGE AFFORDED BY: <b>C</b>		
			COVERAGE AFFORDED BY: <b>D</b>		
<b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICY LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICY.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached for insurers policy numbers	07/01/2010	07/01/2011	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000
<b>LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.</b>					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR DISPATCH SERVICES FOR THE COUNTY.					
<b>Certificate Holder</b>  STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION 13760 LINCOLN WAY AUBURN, CA 95603			<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY		

**CSAC EXCESS INSURANCE AUTHORITY  
WORKERS' COMPENSATION PROGRAM  
2010/2011 SCHEDULE OF INSURERS  
Yuba County**

PROVIDER	POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA 10 PWC-23	\$ 10,000 each accident/each employee for disease
CastlePoint National Insurance Company	WSRSWC 100004 02	\$ 115,000* each accident/each employee for disease *(difference between \$125,000 and \$10,000)
CastlePoint National Insurance Company (80% quota share)	WSRSWC 100001 03	<b>Workers' Compensation:</b> \$ 875,000 maximum each accident/each employee for disease \$ 875,000 maximum each accident for communicable disease (difference between \$1,000,000 and \$125,000)
CSAC Excess Insurance Authority (20% quota share)	EIA 10 EWC-41	<b>Employers Liability:</b> \$ 875,000 each Accident \$ 875,000 each Employee for Disease (difference between \$1,000,000 and \$125,000)
CSAC Excess Insurance Authority	EIA 10 EWC-41	\$ 4,000,000 each accident/each employee for disease
ACE American Insurance Company	WCL C4571312A	\$ 45,000,000 each accident/each employee for disease excess of \$5,000,000 \$ 45,000,000 each accident for communicable disease excess of \$5,000,000
National Union Fire Insurance Co. of Pittsburgh, PA (Chartis)	488-0465	Statutory each accident/each employee for disease excess of \$50,000,000



CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6830

CO

**CERTIFICATE OF COVERAGE**

02/24/2011

**CSAC Excess Insurance Authority**

C/O ALLIANT INSURANCE SERVICES, INC.  
PO BOX 6450  
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901  
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Member:**

YUBA COUNTY  
ATTN: MARTHA WILSON  
915 8TH STREET, SUITE 113  
MARYSVILLE, CA 95901

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input type="checkbox"/> <input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-10 EL-38	07/01/2010	07/01/2011	Difference between \$1,000,000 and the Member's Self-Insured Retention of \$100,000 Completed Operations Aggregate Applies

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS DISPATCH SERVICES FOR THE COUNTY.

**Certificate Holder**

STATE OF CALIFORNIA, DEPARTMENT OF  
FORESTRY AND FIRE PROTECTION  
13760 LINCOLN WAY  
AUBURN, CA 95603

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

### CDF Quarterly Billings

FY 10/11	3/21/11	4th Qtr	\$9,527.48	
	5/10/11	3rd Qtr	\$9,476.32	
	3/8/11	2nd Qtr	\$9,527.48	
	12/3/10	1st Qtr	\$9,834.93	<u>\$38,366.21</u>
FY 09/10	7/16/10	4th Qtr	\$9,594.82	
	5/18/10	3rd Qtr	\$9,702.61	
	2/22/10	2nd Qtr	\$9,938.61	
	12/10/09	1st Qtr	\$9,561.80	<u>\$38,797.84</u>
FY 08/09	8/10/09	4th Qtr	\$7,946.80	
	5/29/09	3rd Qtr	\$9,003.12	
	3/4/09	2nd Qtr	\$9,486.32	
	12/16/08	1st Qtr	\$13,080.18	<u>\$39,516.42</u>
FY 07/08	7/21/08	4th Qtr	\$14,111.02	
	5/19/08	3rd Qtr	\$8,017.96	
	2/15/08	2nd Qtr	\$7,384.79	
	12/10/07	1st Qtr	\$7,333.90	<u>\$36,847.67</u>
FY 06/07	7/10/07	4th Qtr	\$10,163.48	
	4/24/07	3rd Qtr	\$9,120.39	
	1/22/07	2nd Qtr	\$8,612.83	
	12/10/06	1st Qtr	\$7,945.13	<u>\$35,841.83</u>
FY 05/06	7/8/06	4th Qtr	\$9,079.10	
	4/26/06	3rd Qtr	\$13,366.84	
	1/26/06	2nd Qtr	\$8,745.37	
	12/10/05	1st Qtr	\$6,263.25	<u>\$37,454.56</u>

\$226,824.53

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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



323-11

**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Health and Human Services Department

**DATE:** July 26, 2011

**SUBJECT:** Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to submit an Application to the California Department of Alcohol and Drug Programs to Participate in the Drug Medi-Cal Program for Substance Abuse Clinics

**RECOMMENDATION:** Board of Supervisors approval of a Resolution authorizing the Health and Human Services Department to submit an application to the California Department of Alcohol and Drug Programs (ADP) to Participate in the Drug Medi-Cal Program for Substance Abuse Clinics; and, further, authorizing the Chair of the Board to execute documents as required by the ADP to participate in the Drug Medi-Cal Program; and to authorize and execute the transfer and allocation of funds received through the Drug Medi-Cal Program is recommended.

**BACKGROUND:** Studies have shown that quality drug treatment services are successful in combating drug addiction. The State of California Health and Human Services Agency, through its Department of Alcohol and Drug Programs, has made funds available through the Drug Medi-Cal Program for substance abuse treatment services provided by certified substance abuse clinics. Yuba County Health and Human Services Department, through its For Our Recovering (F.O.R.) Families drug treatment program, is eligible to participate in the Drug Medi-Cal Program upon submission and approval of the requisite application.

**DISCUSSION:** The approved Resolution of the Board of Supervisors must accompany the Drug Medi-Cal Application at the time of submission. Approval of this Resolution will allow the Health and Human Services Department to submit an application to participate in the Drug Medi-Cal Program, to enter into agreement with ADP to receive funds through the program and will further authorize the Chair of the Board to execute agreements and documents as required for participation in the Drug Medi-Cal Program.

**COMMITTEE:** The Health and Human Services Committee recommended approval on July 12, 2011.

**FISCAL IMPACT:** The approval of this Resolution of the Board will not impact County funds. There is no County Match requirement for participation in the Drug Medi-Cal Program.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

<b>AUTHORIZE YUBA COUNTY HEALTH</b>	)	
<b>AND HUMAN SERVICES DEPARTMENT</b>	)	
<b>TO SUBMIT AN APPLICATION TO THE</b>	)	
<b>CALIFORNIA DEPARTMENT OF</b>	)	
<b>ALCOHOL AND DRUG PROGRAMS TO</b>	)	Resolution No. _____
<b>PARTICIPATE IN THE DRUG MEDI-CAL</b>	)	
<b>PROGRAM FOR SUBSTANCE ABUSE</b>	)	
<b>CLINICS AND FURTHER, AUTHORIZE</b>	)	
<b>THE CHAIR OF THE BOARD TO EXECUTE</b>	)	
<b>ANY PERTINENT DOCUMENTS RELATED</b>	)	
<b>TO THIS PROGRAM AND TO ACCEPT</b>	)	
<b>FUNDS</b>	)	

WHEREAS, the State of California Health and Human Services Agency, through its Department of Alcohol and Drug Programs, has made funds available through the Drug Medi-Cal Program for substance abuse treatment services provided by certified substance abuse clinics; and

WHEREAS, studies have shown that quality drug treatment services are successful in combating drug addiction; and

WHEREAS, the Yuba County Health and Human Services Department, through its' For Our Recovering (F.O.R.) Families drug treatment program, has been certified with the California Department of Drug and Alcohol as a certified substance abuse clinic, and, as such is eligible to participate in the Drug Medi-Cal Program upon submission and approval of the requisite application.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of an Application for Drug Medi-Cal Program Participation for Substance Abuse Clinics is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chair of the Board is hereby authorized to execute documents on behalf of F.O.R. Families, as required by the California Department of Alcohol and Drugs, to participate in the Drug Medi-Cal Program; to authorize and execute the transfer and allocation of funds received through the Drug Medi-Cal Program for substance abuse treatment services; and further, the Chair of the Board is granted permission to execute, upon review and approval of the County Counsel, amendments or memorandums of understanding developed under this application for participation in the Drug Medi-Cal Program. A copy of said Application for Drug Medi-Cal Program Participation for Substance Abuse Clinics, or any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

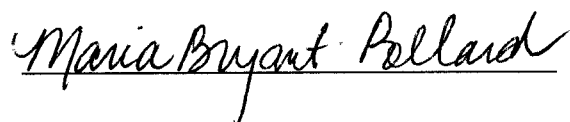
ABSTAIN:

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
ANGIL MORRIS-JONES  
COUNTY COUNSEL

  
\_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

# *The County Of Yuba*

---

## PROBATION DEPARTMENT

---

JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



324-11

---

(530) 749-7550  
FAX (530) 749-7364

---

**TO:** Board of Supervisors

**FROM:** Jim Arnold, Chief Probation Officer

**SUBJECT:** Request to designate the Yuba County Probation Department as the agency responsible for supervision of prison inmates under Post Release Community Supervision and authorization to inform the California Department of Corrections and Rehabilitation of said action

**DATE:** July 26, 2011

### **Recommendation:**

Designate the Yuba County Probation Department as the agency responsible for supervision of prison inmates under Post Release Community Supervision effective October 1, 2011. Authorize for the Chief Probation Officer to inform the California Department of Corrections and Rehabilitation of said designation prior to August 1, 2011.

### **Background:**

AB 109, titled the "2011 Realignment Legislation Addressing Public Safety" was signed by the Governor on April 4, 2011 and was funded with the enactment of the FY 11/12 State Budget. Amongst other actions, AB 109 establishes the "2011 Post Release Community Supervision Act" which declares that certain offenders released from state prison for offenses which are not classified as violent or serious, or sex offenders that are not classified as high risk, shall be subject to local community supervision.

AB 117 (chapter 39, Statutes of 2011) requires the Board of Supervisors to appoint the agency (or agencies) designated to supervise offenders released onto Post Release Community Supervision (PRCS). Notification of the supervising entity must be emailed to the Department of Corrections and Rehabilitation (CDCR) on or before August 1, 2011.

### **Discussion:**

The Chief Probation Officer and Sheriff Steven L. Durfor have agreed that the probation department should be designated as the supervising entity for PRCS cases. It is estimated at this time that at least 106 PRCS cases will be released to Yuba County between October 1 and June 30, 2012. It is believed that

figure will likely increase when considering the number of offenders who will be sentenced to prison between now and the enactment of the legislation on October 1, 2011.

**Fiscal Impact:**

This action will not have any fiscal impact. Future Board items will address a Local Criminal Justice plan for the implementation of programs and expenditure of funds received from AB 109/117, including anticipated budget items related to the supervision of PRCS cases.





*ORDINANCES  
AND  
PUBLIC HEARINGS*

**THIS PAGE INTENTIONALLY LEFT BLANK**

# The County of Yuba

## Environmental Health Department

### Clark Pickell Hazardous Materials Supervisor

915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Phone: (530) 749-7523 FAX: (530) 749-5454



325-11

TO: Board of Supervisors

FROM: Tejinder Maan/ Environmental Health Director *TM*  
Clark Pickell/ Certified Unified Program Agency *CP*

SUBJECT: Amend Chapter 7, Title VII of the Yuba County Ordinance Code to modify the process for payment of services rendered for mandatory refuse collection

Date: July 26, 2011

**Recommendation:** Adopt ordinance to repeal and re-enact Chapter 7, Title VII Section 7.05.220 and to repeal in its entirety 7.05.230 and re-enact as Section 7.05.220.

**Background:** The process for collection of payment for services rendered currently requires an annual hearing by the Board of Supervisors.

**Discussion** This amendment will change the hearing process from one annual hearing to four quarterly hearings. It also removes the Board of supervisors as the hearing body to a single hearing officer that will be the Director of CDSA or his/her designee. This modification will make the entire process more efficient, convenient and cost effective for both the public and the County.

**Committee:** The Public Works and Land Use Committee has recommended approval.

**Fiscal Impact:** The transfer of the hearing process from the Board of Supervisors to the Director of CDSA or his/her designee will improve efficiency.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 7, TITLE VII OF THE YUBA COUNTY  
ORDINANCE CODE BY REPEALING IN THEIR ENTIRETY SECTIONS 7.05.220 AND  
7.05.230 AND RE-ENACTING SECTION 7.05.220 REGARDING PAYMENT AND  
COLLECTION OF UNPAID REFUSE SERVICE BILLS**

The following ordinance, consisting of three (3) 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

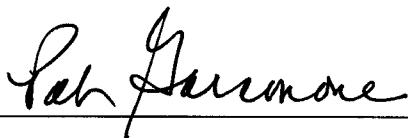
ABSTAIN:

\_\_\_\_\_  
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 thirty (30) days after its passage, 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.

Section 2. Section 7.05.220 and 7.05.230 of Chapter 7, Title VII of the Yuba County Ordinance Code is herein repealed in its entirety and re-enacted as Section 7.05.220 as follows:

**7.05.220 Payment for Services Rendered.**

(a) All billing for refuse collection shall be coordinated and administered by the collector(s); all charges shall become delinquent if not paid within thirty (30) days after the date due (as stated on the refuse collection bill).

(b) If the bill remains unpaid after the date of delinquency, the collector(s) shall be entitled to a delinquency fee. However, said delinquency fee shall not be assessed until fifteen (15) days after notification of the delinquency to the owner and recipient of service. The form and content of the delinquency notice sent by the collector(s) and the delinquency fee shall be approved by the County. Said notice shall notify the owner of the fees imposed and the process for collection of delinquent charges. If a tenant is delinquent, the owner shall receive all such delinquency notifications.

(c) Collector(s) may assign to the County at expiration of the thirty (30) day period any delinquent bills for hearing and lien proceedings. The collector(s) will compile said assignments into a Report of Delinquent Accounts which will be submitted to the Director on a monthly basis. The Collector's report of delinquent charges shall refer to each separate parcel of real estate by description sufficient to reasonably identify it, including Assessor's Parcel number, together with the charges proposed to be assessed against it. When used in Section 7.05.022 of Chapter 7 of this Ordinance code, the term "Director" or "CDSA Director" shall mean the Yuba County Community Development and Services Agency Director or his/her designee.

(d) Upon receipt by County of the Report from the collector(s) and at the convenience of the County, the CDSA Director or his designee shall fix a time, date and place for holding a hearing with respect to the Report and any appeals, protests or objections thereto. The Collector shall cause notice of the time and place of hearing to be mailed to the owner not less than ten (10) days prior to the date of the hearing. At the hearing, the Director or his designee shall hear

and consider all appeals, objections and protests, if any, to said Report referred to in said notice. Upon conclusion of the hearing, the CDSA Director or his designee may adopt, revise, change, reduce or modify any charge or charges or overrule any or all objections and shall make a determination upon the charge or charges as described in said Report. The CDSA Director's determination shall be final and cannot be appealed.

(e) After the conclusion of the hearing process, the amount of the assessment is due and payable. In the event that the same is not paid within ten days of the hearing, and upon confirmation of the Report by the Director, the Director shall initiate proceedings to create a lien on the real property to which the refuse collection has been rendered according to Government Code Section 25831. The Director is authorized by these provisions to declare that delinquency charges and penalties on refuse collection accounts, as set forth in the Report by the collector(s), when recorded shall, after notice and hearing provided herein, be collected on the property tax roll. They may be collected at the same time and in the same manner as ordinary County ad valorem 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. An administrative fee, in the amount established in the Yuba County Consolidated Fee Schedule may be added to the lien amount, and interest will be computed at a rate of ten percent per year from the date of recordation of the lien, and such interest will accrue upon both the administrative fee and the charges due.

(f) Upon satisfaction of the entire amount of any lien imposed pursuant to this Section, the County will, upon request and payment of any recording fees required therefore, record a release of the lien in the official records of the Yuba County Recorder. Upon payment of the liens hereby created, all administrative charges assessed pursuant this Section, as well as interest accrued thereon, shall be retained by the County and shall not be paid to the Collector. The balance of any collection made and the interest accrued thereon shall be forwarded to the Collector.

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.

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



302-11

**BUILDING**  
749-5440 • Fax 749-5616

**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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

July 12, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR   
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR 

SUBJ: ADOPT ORDINANCE ADDING CHAPTER 8.77 OF THE ORDINANCE CODE FOR THE STAR BEND  
BOAT LAUNCH AND DAY USE AREA

### RECOMMENDATION:

Adopt the attached ordinance adding Chapter 8.77 of the Yuba County Ordinance Code for the Star Bend Boat Launch and Day Use Area.

### BACKGROUND:

With the recent improvements to the Star Bend Boat Launch and Day Use Area, as well as expanded recreational opportunities in the proposed Feather River Floodway project, the County expects a marked increase in its use by the public. Because of new and unique opportunities at Star Bend, including camping, an ordinance section dedicated to the facility is now warranted. Section 8.77 of the Yuba County Ordinance Code is currently unallocated, and if assigned to Star Bend, will allow the County to make changes to it as necessary without affecting other parks.

### DISCUSSION:

Historically, Star Bend has fallen under the purview of the County Parks and Recreation Areas in Ordinance 8.76. However, with recent improvements, Star Bend has become more dynamic in the opportunities it provides and to a degree, public safety needs to be addressed in a different manner. Although much of the proposed ordinance remains the same as other County parks, including day use hours, notable changes proposed in Y.C.O.C. 8.77 include:

- The ability for your Board to determine use fees by resolution
- Overnight camping (*No tent camping; max stay is three (3) days in any fourteen (14) day period*)
- Organized Events
- Third party vending upon County authorization

COMMITTEE ACTION:

On June 7, 2011, the Land Use & Public Works Committee reviewed this item and recommended approval by the Board pending clarification of the definitions within 8.77.060.

FISCAL IMPACT:

No impact to the General Fund.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADDING YUBA COUNTY ORDINANCE CODE TITLE VIII,  
CHAPTER 8.77 RELATING TO THE STAR BEND BOAT LAUNCH AND DAY USE  
AREA**

The following ordinance consisting of three (3) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

\_\_\_\_\_, Chairman  
Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

  
\_\_\_\_\_  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA  
DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, 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 in the County of Yuba, State of California.

Section 2. Chapter 8.77 of the Yuba County Ordinance Code is hereby added in its entirety to read as follows:

**CHAPTER 8.77**  
**STAR BEND BOAT LAUNCH and DAY USE AREA**

**Sections**

- 8.77.010 Purpose**
- 8.77.020 Common Description**
- 8.77.030 Prohibition of Certain Uses without Permit**
- 8.77.040 Hazardous Games Prohibited**
- 8.77.050 Hours**
- 8.77.060 Camping and Organized Events**
- 8.77.070 Fees**
- 8.77.080 Stopping, Standing or Parking**
- 8.77.090 Use of Boat Ramp**
- 8.77.100 Operations of Vehicles at Star Bend**
- 8.77.110 Animals at Star Bend**
- 8.77.120 Signs**
- 8.77.130 Alcoholic Beverages**
- 8.77.140 Glass Containers**
- 8.77.150 Vending and Peddling**
- 8.77.160 Fire Prevention**
- 8.77.170 Trespassing**
- 8.77.180 Prohibited Acts**
- 8.77.190 Violations and Penalties**
- 8.77.200 Enforcement**

**8.77.010 Purpose.** The Star Bend Boat Launch and Day Use Area shall be used and maintained for the benefit and entertainment of the public generally, subject, however, to the restrictions and limitations contained in this chapter and such other regulations (including requirements for permits and the fees therefore) as the Board of Supervisors may adopt hereafter by resolution. The regulations set forth in this chapter shall apply to and be in full force and effect at Star Bend which is under the jurisdiction and control of the County. The regulations shall govern the use of such park and the observance of these regulations shall be a condition under which the public may use the park and recreation areas. (Ord. #1237)

### **8.77.020 Common Description.**

**Star Bend Boat Launch and Day Use Area** - As used herein, the term "Star Bend" shall include that area within the County of Yuba, State of California, and more particularly described as follows:

#### **Parcel 1:**

Portion of Lots 1 in Block 1 and a portion of Lot 16 in Block 36, as shown upon the map entitled, "Arboga Colony No. 2," on file in the office of the County Recorder of the County of Yuba, State of California in Book 2 of Maps, page 15 and being more particularly described as follows:

Beginning at a point on the line between lots 15 and 16 in said Block 36, which point is South 184.5 feet from an iron pin at the Northwest corner of the Southwest quarter of said Lot 16; thence South 49° 30' East 1006.1 feet, thence South 24° 19' 30" West 281.4 feet to the Northerly bank to the intersection of the Westerly line of said Lot 1; thence North along the Westerly line of said Lot 1 and Lot 16, a distance of 850 feet, more or less, to the point of beginning, containing 9 acres, more or less.

#### **Parcel 2:**

An easement 50 feet in width for public use and access over and across the following described parcel which is located in Lot 1 of Block 1 hereinbefore referred to:

Beginning at the Southeast corner of Lot 16, Block 36; thence West 766.97 feet along South line of Lot 16 to a square iron stake; thence South 45° 01' 30" East 361.68 feet to the true point of beginning; thence South 56 degrees 57' 30" East 137.55 feet; thence South 33° 02' 40" West 200 feet, more or less, to the Northerly bank of Feather River; thence Northerly along the high water line of the Feather River, a distance of 185 feet, more or less; thence North 24° 19' 30" East 170 feet, more or less; thence North 24° 19' 30" East 111.43 feet; thence South 81° 51 East to the point of beginning.

**8.77.030 Prohibition of Certain Uses Without Permit.** The Board of Supervisors may by resolution adopt regulations and policies with respect to the use of Star Bend. It shall be unlawful for any person to use Star Bend or conduct any activity at Star Bend without a permit if such permit is required by any law or regulation. In addition to any penalty otherwise provided, any person so using Star Bend without the necessary permit may be immediately ejected from said park by the County Sheriff. (#1237)

**8.77.040 Hazardous Games Prohibited.** It is unlawful for any person to fly a model airplane (motor-driven), propel a rocket or missile of any type, hit a golf ball, participate in archery,

horseshoe games, lawn darts or any similar game of a hazardous nature at Star Bend except at such places designated for such use by the County. (#1237)

**8.77.050 Hours.** It is unlawful for any person to enter or remain at Star Bend at any time from thirty (30) minutes after sunset until thirty (30) minutes before sunrise. This prohibition shall not apply to such person who camps overnight at Star Bend if such persons are camping there pursuant to approval of the Board of Supervisors or its designee granted under the provisions of Section 8.77.060 (#237)

**8.77.060 Camping and Organized Events.**

**a) Definitions**

1. Camp facilities include, and are limited to, a vehicle which is an enclosed motor home, travel trailer, truck camper, or camping trailer with or without motive power, designed for recreational human habitation, and having a self contained restroom. Tent camping is prohibited at Star Bend.
2. Camp paraphernalia includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks, or similar equipment.

**b) Camping Regulations**

1. It shall be unlawful for any person to camp overnight at Star Bend except within designated areas and with a permit for such use issued by the County department designated by the Board of Supervisors to issue such permits. The County may at any time revoke the camping permit of any person, group or organization if the campsite occupied by such is not maintained in a reasonably clean, sanitary and attractive manner.
2. Camping permits shall be issued so as to expire after a maximum of three (3) days. All camping permits expire at 2:00 p. m. on the expiration day. No person shall camp for more than three (3) days in any fourteen (14) day period, and, once a person has camped for three (3) days within any fourteen (14) day period, that person shall not be permitted to camp for a period of fourteen (14) additional days. It is the intent of Yuba County that the Star Bend Boat Ramp area be utilized for recreational purposes and not for extended periods of residency.
3. No person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat trailer or (1) camp trailer at any one (1) campsite.
4. No more than six (6) persons may occupy any single designated campsite.

5. Quiet shall be observed in all camping areas of a county park between the hours of 10:00 p.m. and 7:00 a.m. During these hours, no person shall make, either verbally or mechanically, any excessive noise.
6. No person under the age of eighteen (18) shall camp within a county park unless accompanied by a parent, legal guardian, adult leader (e.g., teacher, coach, or scoutmaster) of a school or other youth group, or the parent or legal guardian of another minor camping in the same group.

**c) Organized Events**

Organized events are permitted at the Star Bend Boat Ramp within designated areas and with a permit issued by the County department designated by the Board of Supervisors to issue such, or in conjunction with a group which is participating in an organized event which has been approved in advance by the Board of Supervisors or its designee. Any such advance approval shall include such conditions as the Board of Supervisors or its designee deems necessary or appropriate including, without limitation, provision for:

1. A written application made at least five working days prior to the proposed event;
2. Liability insurance;
3. Cleanup deposits;
4. Security;
5. Portable toilets sufficient to accommodate the number of attendees; and
6. Other matters which apply generally to the use of county property.

The Board of Supervisors or its designee is authorized to refuse issuance of a permit when, in their opinion based upon the duration of occupancy and other factors, there is indication that the occupancy is for other than recreational purposes or may pose a threat to public health and safety.

**8.77.070 Fees.** The Board of Supervisors shall set the fees for daytime use, overnight camping and organized events by resolution. All applicable fees must be paid prior to using Star Bend.

**8.77.080 Stopping, Standing or Parking.** No person shall stop, stand or park a vehicle at Star Bend, except in those places specifically designated for such purpose.

**8.77.090 Use of Boat Ramp.** The boat ramp at Star Bend shall be used only for loading and unloading of boats into the Feather River. No person shall stop, stand or park a vehicle on or about the boat ramp except for such purpose.

**8.77.100 Operation of Vehicles at Star Bend.** It shall be unlawful for any person to operate or park any motor vehicle in or upon any park or recreation area, except in those places specifically

provided or designated for such purpose. As used in this section, “motor vehicle” shall include any type of motor vehicle, including, without limitation, horse trailers, motorcycles, motorized two (2), three (3), or four (4) wheel vehicles, buses, and automobiles. Operation of off road vehicles is prohibited. Bicyclists shall be permitted to wheel or push bicycles by hand on any grassy area, trail, or path reserved for pedestrian use. All non-motorized vehicles shall be operated at all times with reasonable regard for the safety of others.

**8.77.110 Animals at Star Bend.**

(a) It shall be unlawful for any person who owns or has the charge, care, control or custody of any animal to allow, cause, or permit such animal to be at Star Bend, unless such animal is on a leash and is under the complete control of the person owning or in responsible charge of such animal. Such leash shall not be more than eight (8') feet in length.

(b) It shall be the responsibility of any person who owns or has charge, care, control or custody of any animal, while at Star Bend, to clean up fecal matter from their animal before leaving the facility and to properly dispose of same.

**8.77.120 Signs.** The Director of Public Works is authorized and directed to place and maintain appropriate signs giving notice of any restriction imposed by this chapter including, without limitations, signs regulating parking and overnight camping activities.

**8.77.130 Alcoholic Beverages.** Alcoholic beverages may be possessed at the Star Bend Boat Ramp and parking areas for the purpose of transit between vehicles and vessels intended to be launched or retrieved from the Feather River. Otherwise, alcoholic beverages may be used, possessed and consumed at Star Bend only in designated campsites.

**8.77.140 Glass Containers.** No glass containers of any type shall be permitted at Star Bend except within parked vehicles; or

- a. When conducting the transfer of personal belongings or refreshments when loading and unloading boats; and
- b. Within designated campground areas.

**8.77.150 Vending and Peddling.** It shall be unlawful for any person to engage in the business of soliciting, selling, or peddling any liquids or edibles for human consumption, or to distribute circulars, or to hawk, peddle, or vend any goods, services, wares, or merchandise, at Star Bend, except;

- a. When authorized to do so by the County; or

- b. As a third party vendor selected through bid process by Yuba County to act as a concessionaire for the management of camping, day use reservations, rentals and/or the sale of goods at Star Bend.

**8.77.160 Fire Prevention.** It shall be unlawful to carry, use or throw away any lit cigarette, cigar, ashes, or any other flaming or glowing substance except in designated barbeque areas, vehicles, or posted clear areas at Star Bend.

It shall be unlawful to kindle or maintain an open campfire or bonfire except in designated barbeque areas, fire pits, campfire rings or posted clear areas.

The County shall have authority to prohibit burning at Star Bend at any time if the danger of wildfire becomes elevated as determined in the County's sole discretion.

**8.77.170 Trespassing.** No person shall enter any portion of Star Bend which are posted with signs which state "No Entry," "Keep Out," "No Trespassing," "Closed Area," or when gates are locked or other prohibition of entry is indicated.

**8.77.180 Prohibited Acts.**

The following acts are prohibited at Star Bend:

- a. Dumping, depositing or leaving any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or other such refuse or trash except in proper receptacles provided for such purpose. Such refuse or trash so placed shall be generated only in connection with normal activities in, and/or through the use of the park or recreation area. Where such receptacles are not provided, all refuse or trash shall be carried away from the park or recreation area by the person(s) responsible for its presence and properly disposed of elsewhere.
- b. Breaking, cutting, carving, defacing, injuring, mutilating, transplanting, removing or otherwise damaging any animal, grass, turf, plant, tree, shrub, flower, wood, dirt, mulch, sand or rock.
- c. Marking, graffiti, defacing, disfiguring, injuring, tampering with, displacing, digging, removing, destroying, or obliterating any County-owned real or personal property of any kind.
- d. Tampering, damaging, breaking, or causing adjustment to any irrigation component including, but not limited to controllers, repeaters, weather monitoring stations, sprinklers, sprayers, access boxes, poly-hose, or pipe that would affect the irrigation pattern or otherwise cause for the malfunction of any County maintained irrigation system.



- e. Discharging a projectile from any firearm, cannon, compressed air or gas operated weapon, bow, crossbow, slingshot, or other deadly or dangerous weapon except in the defense of life or property or upon the authorization of the Board of Supervisors.
- f. Possessing, using, discharging or selling any firecrackers, torpedoes, rockets, explosives, or other fireworks of any type.
- g. Hunting for wild animals or wild birds.
- h. Trespassing upon any area, building, or portions thereof which are posted with signs disallowing entry or when gates, doors or other means of access are closed or locked for the purpose of prohibiting entry.
- i. Walking, standing, or sitting upon or otherwise use any monument, vase, fountain, railing, fence, or other property not designated or customarily used for such purposes.
- j. Disposing of, introducing or otherwise exposing any chemical, material or agent that may result in the pollution, temperature adjustment, chemical balance, aesthetic quality, change of color, change of texture or otherwise alter the natural occurrence of any body of water, water surface or water feature.
- k. Urinating, defecating or otherwise excreting any bodily fluid and/or by-product except within designated restroom areas. It shall be unlawful for males to use said restroom areas exclusively designated and marked for females, and for females to use said restroom areas exclusively designated and marked for males; provided however that restroom designation shall not apply to children accompanied by an adult person.
- l. Distributing, circulating, giving away, throwing or otherwise depositing any handbill, circular, dodger, pamphlet, paper or advertisement or post or affix the same to any tree, fence, building, or other property.
- m. Producing any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area as outlined in Chapter 8.20 of the Yuba County Ordinance Code.

**8.77.190 Violations and Penalties.** Except as otherwise provided in this chapter, any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one-thousand dollars (\$1,000.00) or both. Each separate day during which any violation occurs is a separate offense.

**8.77.200 Enforcement.** The provisions of this chapter may be enforced by any duly appointed peace officer. Any person authorized to enforce the provisions of this chapter may issue such citation or notice to appear as may be appropriate under the circumstances.

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.



## Schedule of Proposed Action (SOPA)

07/01/2011 to 09/30/2011

Plumas National Forest

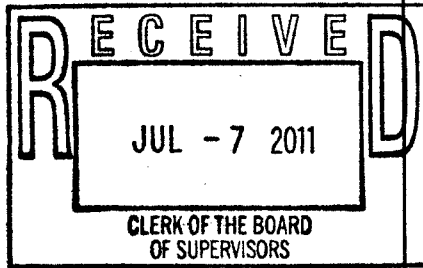
This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Projects Occurring Nationwide</b>					
Gypsy Moth Management in the United States: A Cooperative Approach EIS	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 09/2011	Expected: 10/2011	10/2011	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
	<b>Description:</b> The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States.				
	<b>Web Link:</b> <a href="http://www.na.fs.fed.us/wv/eis/">http://www.na.fs.fed.us/wv/eis/</a>				
	<b>Location:</b> UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				
Land Management Planning Rule EIS	- Regulations, Directives, Orders	In Progress: DEIS NOA in Federal Register 02/25/2011 Est. FEIS NOA in Federal Register 11/2011	Expected: 12/2011	12/2011	Larry Hayden 202-205-1559 lhayden@fs.fed.us
	<b>Description:</b> The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans.				
	<b>Web Link:</b> <a href="http://www.fs.usda.gov/planningrule">http://www.fs.usda.gov/planningrule</a>				
	<b>Location:</b> UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.				
Nationwide Aerial Application of Fire-Retardant on National Forest System Lands EIS	- Regulations, Directives, Orders	In Progress: NOI in Federal Register 08/27/2010 Est. DEIS NOA in Federal Register 05/2011	Expected: 12/2011	01/2012	Glen Stein 208-869-5405 gstein@fs.fed.us
	<b>Description:</b> The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/fire/retardant/index.html">http://www.fs.fed.us/fire/retardant/index.html</a>				
	<b>Location:</b> UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				

326-11

BOS CORRESPONDENCE A

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Projects Occurring in more than one Region (excluding Nationwide)</b>					
Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
<b>Description:</b> Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues. <b>Web Link:</b> <a href="http://www.fs.fed.us/r5/snfpa/2010seis">http://www.fs.fed.us/r5/snfpa/2010seis</a> <b>Location:</b> UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.					



<b>R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)</b>					
Mammoth Mountain Base Area Land Exchange EA	- Land ownership management	Developing Proposal Est. Scoping Start 07/2011	Expected: 12/2011	01/2012	Sheila Irons 760-924-5534 siron@fs.fed.us
<b>Description:</b> Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=30428">http://www.fs.fed.us/nepa/project_content.php?project=30428</a> <b>Location:</b> UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wuk Ranger District, Amador Ranger District. STATE - California. COUNTY - Alpine, Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the acquisition of non-federal parcels to the Eldorado, Inyo, Plumas, and Stanislaus National Forests. Main Lodge, Mammoth Mountain Ski Area.					

<b>Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)</b>					
<b>R5 - Pacific Southwest Region</b>					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)</b>					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	In Progress: Scoping Start 03/02/2010	Expected:07/2011	09/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide. Current permit terminates 12/31/2010.				
	<b>Location:</b> UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				
PSREC Mid-Mile Fiber Project CE	- Special use management	In Progress: Scoping Start 03/02/2011	Expected:04/2011	06/2011	Dana Walsh 530-836-7141 danawalsh@fs.fed.us
	<b>Description:</b> The Plumas National Forest Proposes to issue a special use permit to Plumas Sierra Rural Electric to install, maintain, and operate 13 miles of fiberoptic cable to be attached to overhead poles within in existing powerline right away.				
	<b>Location:</b> UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - Sections of T22N R11E, T22N R12E, T23N R13E, T23N R14E, T23N R15E, T23N R16E, T24N R09E, T24N R10E, T24N R11E, T24N R14E, T25N R10E, T25N R14E, T26N R14E, T26N R15E, T27N R14E, T27N R15E, T28N R13E. The portion of the project that includes the Plumas National Forest would extend from Portola to Quincy, in Plumas County, California.				

<b>Plumas National Forest, Occurring in more than one District (excluding Forestwide)</b>					
Veg Management Program for 14 PG&E Transmission line ROWs EA	- Special use management	Developing Proposal Est. Scoping Start 04/2011	Expected:09/2011	10/2011	David Wood 530-283-7772 dcwood@fs.fed.us
	<b>Description:</b> PG&E proposes to perform vegetation management practices in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Activities include brush cutting, thinning, and herbicide.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Plumas. Located on the Plumas National Forest within 14 different transmission power lines.				

<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>
-------------------------------	--	--------------------------------------

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Big Hill Project</b> EA	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> <li>- Road management</li> </ul>	<p>In Progress: Scoping Start 05/18/2011 Est. Objection Period Legal Notice 11/2011</p>	Expected: 01/2012	06/2012	<p>Kyla Sabo 530-836-7157 kylasabo@fs.fed.us</p>
	<p><b>Description:</b> Strategically place DFPZ and WUI treatments to modify fire behavior and improve forest resilience. Activities include mechanical thinning, hand thinning, piling, mastication, group selection, prescribed burning, and associated transportation planning</p>				
	<p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Sec 11-15, 22-26, 36 T23N R10E; Sec 1-11 T22N R11E; Sec 1-24, 27-34, 36 T23N R11E; Sec 26, 34-36 T24N R11E; Sec 6-7, 18-19, 30-32 T23N R12E; Sec 5-9 T22N R12E. The project area is located northwest of the town of Graeagle in the vicinity of Eureka Ridge and in the vicinity of the Cromberg and Sloat Communities.</p>				
<b>Cow Creek, Jenkins and Big Grizzly Creek Enclosures</b> CE	- Watershed management	<p>In Progress: Scoping Start 11/15/2010 Est. 215 Comment Period Legal Notice 07/2011</p>	Expected: 08/2011	09/2011	<p>Antonio Duenas 530-836-7156 tduenas@fs.fed.us</p>
<b>*NEW LISTING*</b>	<p><b>Description:</b> The Beckwourth RD, Watershed Department, proposes to install livestock fence exclosures along newly restored areas and connected stream and meadow systems in order to protect these sensitive areas from grazing effects.</p>				
	<p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, Section 19, 29 and 34. Lake Davis.</p>				
<b>Frenchman WC Aspen Hand Thin Project</b> CE	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> <li>- Vegetation management (other than forest products)</li> </ul>	<p>Developing Proposal Est. Scoping Start 07/2010</p>	Expected: 09/2010	06/2011	<p>Russell Nickerson 530-836-2575 rnickerson@fs.fed.us</p>
	<p><b>Description:</b> Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands.</p>				
	<p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.</p>				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	06/2009	Michael Friend 530-836-7167 mjfriend@fs.fed.us
	<b>Description:</b> The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (Lepidium latifolium) in the Ramelli Ranch allotment.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.				
Gold Lake Campground Toilets 3 & 4 EA	- Recreation management	In Progress: Scoping Start 01/05/2011 Est. 215 Comment Period Legal Notice 07/2011	Expected: 08/2011	10/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Install two new vault toilets at Gold Lake Campground. These toilets would replace the portable toilets that are now being used.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N R12E Section 17. Gold Lake Campground.				
Grigsby Camp Site Prep 2011 and Reforestation 2012 CE	- Vegetation management (other than forest products)	In Progress: Scoping Start 06/29/2011	Expected: 07/2011	07/2011	Dani Swantic 530-836-7142 dswantic@fs.fed.us
	<b>Description:</b> Release for growth and reforestation				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R15E Sections 29, 31, 32. Beckwourth Ranger District, Plumas County, CA near Frenchman Lake.				
Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA	- Grazing management	In Progress: Scoping Start 10/27/2010 Est. 215 Comment Period Legal Notice 08/2011	Expected: 11/2011	12/2011	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
	<b>Description:</b> Range Environmental Assessment				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=31015">http://www.fs.fed.us/nepa/project_content.php?project=31015</a>				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Ingalls Project EA	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> </ul> <p><b>Description:</b> Defensible Fuel Profile Zone, group selection, riparian hardwood restoration, road reconstruction, decommissioning, temporary road construction and subsequent decommissioning.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=29414">http://www.fs.fed.us/nepa/project_content.php?project=29414</a></p> <p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N R 13E Sec. 3-10, 14-20, 22, 23, 25, 26, T 24N R 12E Sec. 1, 2, 11-15, 21-24, T 25N R 12E Sec. 1, 12, 13, 22-27, 33-36, T 25N R 13E Sec. 2-11, 15-22, 27-34. The project area is located near Lake Davis and is approximately 5-10 miles north of the town of Portola.</p>	In Progress: Scoping Start 05/12/2010 Est. Objection Period Legal Notice 08/2011	Expected: 10/2011	06/2012	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Jackson Project (old name) Happy Jack Project EA	<ul style="list-style-type: none"> <li>- Fuels management</li> <li>- Watershed management</li> </ul> <p><b>Description:</b> Defensible Fuel Profile Zone (DFPZ), Group Selection (GS) in addition to, Wildland Urban Interface fuels reduction. Road reconstruction, decommissioning and construction, approx. 10-miles of temp road construction and subsequent decom.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=20332">http://www.fs.fed.us/nepa/project_content.php?project=20332</a></p> <p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T22N, R11E; T22N, R12E; T23N, R11E; T23N, R12E. Approximately 4-11 miles northwest of Portola and 1-7 miles north of Graeagle.</p>	Completed	Actual: 04/12/2011	06/2011	Russell Nickerson 530-836-2575 rnickerson@fs.fed.us
Lake Davis Kiosk Remodel EA	<ul style="list-style-type: none"> <li>- Facility management</li> </ul> <p><b>Description:</b> Remodel the existing kiosk into a sheltered picnic area. Install a new vault toilet with the Sweet Smelling Toilet Design.</p> <p><b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R13E Section 2. Lake Davis Recreation Area, at dam.</p>	In Progress: 215 Comment Period Legal Notice 03/23/2011	Expected: 07/2011	05/2012	Judy Schaber (530) 836-7126 jschaber@fs.fed.us



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Lake Davis Trail phase 2</b> CE	- Recreation management	In Progress: Scoping Start 12/08/2010	Expected: 07/2011	09/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Continue the non-motorized Lake Davis Trail around Lake Davis from just south of Lightning Tree Campground around the northwest side of the lake.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E Sections 20, 21, 22, 29, 32, & 33 and T23N R13E Sections 3 & 10. Lake Davis Recreation Area.				
<b>Last Chance Creek Watershed Restoration Project Phase II</b> EA	- Watershed management	Developing Proposal Est. Scoping Start 07/2011	Expected: 05/2012	06/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> Restore the hydrologic function of approximately 8 miles (5 miles located on public lands) of Last Chance Creek.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R13E Sections 14, 12 & 11 and T26N R14E Sections 27, 26, 23, 22, 18, 17, 16, 15, 8 & 7. Last Chance HUC 5 Watershed.				
<b>Lunker Point Boat Launch Improvement</b> CE	- Recreation management	Completed	Actual: 06/27/2011	09/2012	Judy Schaber 530-836-7126 jschaber@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> This project would provide concrete access to the low water ramp, as well as ADA parking at the low water ramp. In the upper parking area a pathway and paved platform with shade structures would be installed at the existing picnic tables.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R16E Section 20. Lunker Point, Frenchman Lake Recreation Area.				
<b>Meadow Restoration Monitoring and Evaluation</b> CE	- Research and Development	In Progress: Scoping Start 11/17/2010	Expected: 08/2011	05/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S 1, 3, 10&14, T26N R14E, S 16, 17, 19, 23, 24, 29&30, and T27N R13E, S 36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>Meadowview/Rowland Restoration Project</b> EA	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 08/2011	Expected: 09/2011	08/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
	<b>Description:</b> Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=28848">http://www.fs.fed.us/nepa/project_content.php?project=28848</a>				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.				
<b>Nelson Creek Historic Trail</b> EA	- Recreation management	Completed	Actual: 06/20/2011	06/2011	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
	<b>Description:</b> Reopen the historic Nelson Creek Trail from Zumwalt Flat to the LaPorte Rd. Add a few sections of new trail to connect existing trail or correct over grade problems is also being planned.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N R10E Sections 36, 35, 26, 23, 22, 15. Zumwalt Flat to the La Porte Rd.				
<b>Sulphur and Barry Creek Restoration Project</b> EA	- Watershed management	Developing Proposal Est. Scoping Start 03/2012	Expected: 10/2012	06/2013	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
	<b>Description:</b> Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area.				
	<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Beckwourth Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
Upper Dotta Canyon Restoration Project EA	- Watershed management	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 08/2011	Expected:09/2011	07/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
<b>Description:</b> Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon.					
<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=28849">http://www.fs.fed.us/nepa/project_content.php?project=28849</a>					
<b>Location:</b> UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed.					

<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
Bloomer and Sawmill Fire Lookout Hazard Reduction/Sight Path Clearing CE	- Forest products - Fuels management	Developing Proposal Est. Scoping Start 03/2011	Expected:01/2012	05/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
<b>Description:</b> The intent of these projects is to clear a site path to reestablish view path from the lookouts to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Bloomer Lookout- T. 21N R. 5E, Section 30. Sawmill Peak Lookout- T. 23N R. 4E, Section 32. Bloomer Lookout, in Butte County, near Berry Creek off Rd 21N39 (50 acres NW of tower.) Sawmill Peak Lookout, in Butte County, near Magalia (20 acres East of tower).					
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
<b>Description:</b> Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.					
<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed; near Challenge., CA.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Feather River Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	- Special use management	Developing Proposal Est. Scoping Start 07/2011	Expected:07/2011	09/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.					
Concow Hazardous Fuels Reduction Project EIS	- Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management	In Progress: Objection Period Legal Notice 04/29/2011	Expected:07/2011	08/2011	Carol Spinos 530-534-6500 cspinos@fs.fed.us
Description: Reduce hazardous fuels and restore ecosystems affected by high-intensity wildfire near Paradise, Magalia, Yankee Hill, and Concow.					
Web Link: <a href="http://www.fs.fed.us/nepa/project_content.php?project=10083">http://www.fs.fed.us/nepa/project_content.php?project=10083</a>					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Townships 22, 23, and 24 north and Ranges 3, 4, 5, and 6 east. The Concow Project Area is bounded by the No. Fork of the Feather River on the east and Little Butte Creek on the west, in the Wildland Urban Interface near Paradise, Magalia, Pulga, and Concow, CA.					
Grass Flat Hazardous Fuels Reduction and Forest Health Restoration Project EA  *NEW LISTING*	- Recreation management - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management	Developing Proposal Est. Scoping Start 07/2011	Expected:03/2012	06/2012	Judy Welles 530-532-7450 jwelles@fs.fed.us
Description: Provide protection to rural communities with the construction of DFPZs surrounding the Little Grass Valley Reservoir to the N and SW. Conduct group selection to enhance forest health and implement restoration to RHCA areas.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Sections 10,11,15,17-23, 26-31, 33,34; T21N, R9E, Sections 7, 18, 19; and T21N, R8E, Sections 1,11,12, and 24. Project location is west and north of the community of La Porte, CA surrounding the Little Grass Valley Reservoir.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
Grizzly Summit Hazard Tree Project CE	- Forest products	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	<b>Description:</b> Hazard tree removal along Oro-Quincy Highway.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.				
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology	In Progress: Scoping Start 11/25/2009	Expected:01/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
	<b>Description:</b> Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
Howland Flat Reforestation CE	- Vegetation management (other than forest products)	In Progress: 215 Comment Period Legal Notice 02/02/2011	Expected:07/2011	10/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	<b>Description:</b> The Feather River Ranger District (PNF) is proposing to reforest and release 30 acres of high mortality (burned) areas within the Howland Flat fire boundary over the next 5 years.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R9E S12. Adjacent to the Howland Flat Cemetery and the La Porte community.				
Know Nothing Roadside Timber Sale CE	- Forest products - Road management	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	<b>Description:</b> Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7 & 8 E., T. 20N)				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res. (R. 7 & 8 E., T. 20N).				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>La Porte-Quincy Hazard Tree CE</b>	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Fuels management</li> <li>- Road management</li> </ul> <p><b>Description:</b> Tree mortality is occurring along La Porte Quincy Highway from the intersection with FS Road 514 to the intersection with 23N60Y. The unit includes areas in T. 21N, R9E, Secs. 2,3,10. and T. 22N, R9E., Secs. 5, 8, 17, 18, 19, 25, 30, 32, 35, 36</p> <p><b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T. 21N, R9E, Sections 2,3, and 10. and T. 22N, R9E., Sections 5, 8, 17, 18, 19, 25, 30, 32, 35, 36. MDM. La Porte-Quincy Hwy in Plumas County near La-Porte, along approx 6 miles, from intersection with FS Road 514 to the intersection with 23N60Y Rd.</p>	Developing Proposal Est. Scoping Start 03/2011	Expected:01/2012	06/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
<b>Little Grass Valley Campground Restoration CE</b>	<ul style="list-style-type: none"> <li>- Land management planning</li> <li>- Recreation management</li> <li>- Vegetation management (other than forest products)</li> </ul> <p><b>Description:</b> This project involves interplanting conifers for forest health while providing privacy screening within the campgrounds</p> <p><b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - 5 sites in T22N R9E S27, 28, 31, 33, 34. Little Grass Valley Campground - Road 57.</p>	Cancelled	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
<b>Milsap Bar Campground Rehabilitation CE</b>	<ul style="list-style-type: none"> <li>- Recreation management</li> </ul> <p><b>Description:</b> The project consists of maintenance, rehabilitation, modernization and resource protection within the footprint of an existing developed campground.</p> <p><b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. T21N, R6E, Sec.2, on the Middle Fork Feather River at 22N62 Road, within the footprint of the Milsap Bar campground.</p>	On Hold	N/A	N/A	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
<b>On Top Hazardous Fuels Reduction Project EIS</b>	<ul style="list-style-type: none"> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> </ul>	In Progress: NOI in Federal Register 02/22/2011 Est. DEIS NOA in Federal Register 09/2011	Expected: 04/2012	05/2012	Carol Spinos 530-534-6500 cspinos@fs.fed.us
	<b>Description:</b> This project proposes to reduce the risk from wildfires to rural communities and forest resources, improve forest health and contribute to the economic stability of rural communities near Bucks Lakes and surrounding areas. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=31263">http://www.fs.fed.us/nepa/project_content.php?project=31263</a>				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east.				
<b>Pacific Gas and Electric Company - 12 KV power line extension CE</b>	<ul style="list-style-type: none"> <li>- Special use management</li> </ul>	On Hold	N/A	N/A	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.				
<b>Pendola Silviculture Project CE</b>	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> </ul>	In Progress: 215 Comment Period Legal Notice 02/02/2011	Expected: 07/2011	08/2011	Errol Solomon 530-532-7413 esolomon@fs.fed.us
	<b>Description:</b> The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2, 11, 12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.				



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>	<b>R5 - Pacific Southwest Region</b>			
Provost, Leonard - new permit for existing access road. CE	- Special use management	Developing Proposal Est. Scoping Start 06/2011	Expected: 07/2011	09/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.				
<b>Soapstone Hill Bear Grass Restoration and Management</b> CE	- Wildlife, Fish, Rare plants - Fuels management	Completed	Actual: 05/02/2008	10/2013	Chris Christofferson 530-534-6500 cchristofferson@fs.fed.us
	<b>Description:</b> Apply Rx fire to a bear grass (Xerophyllum tenax) stand to promote growth beneficial for basketry and to reduce hazardous fuel accumulation. Est. burn 5 acres/yr for 5 yrs.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23 N R5E Section 21. Project location is approximately 0.25 miles southeast of Frog Rock off the Oro/Quincy Highway.				
<b>South Feather Water &amp; Power Agency Antennae Placement</b> CE	- Special use management	Completed	Actual: 05/02/2011	06/2011	Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
	<b>Description:</b> SFW&PA proposes to install an 18' tall antennae approximately 25' from the existing South Fork Feather River stream gauge station to provide for realtime data relay of instream flows.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - SW 1/4 Section 22, T22N, R9E. South Fork Feather River, just above Little Grass Valley Reservoir.				



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Feather River Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Sugar Loaf Fuels Reduction and Ecosystem Restoration EIS</b>	<ul style="list-style-type: none"> <li>- Special area management</li> <li>- Wildlife, Fish, Rare plants</li> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> </ul>	Developing Proposal Est. NOI in Federal Register 08/2011	Expected: 09/2012	06/2013	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> Reduce hazardous fuels around the communities of La Porte and American House through the construction of DFPZs and to reintroduce fire to the landscape.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36. T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36. T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.				
<b>Sunset Lookout Hazard Reduction and Sight Path Clearing CE</b>	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Fuels management</li> <li>- Facility management</li> </ul>	Developing Proposal Est. Scoping Start 03/2011	Expected: 09/2011	01/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
	<b>Description:</b> The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.				
	<b>Location:</b> UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N, R. 6E. Section 9.				
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Shenandoah and Old Jura Abandoned Mine Closure CE</b>	<ul style="list-style-type: none"> <li>- Minerals and Geology</li> </ul>	In Progress: Scoping Start 06/01/2011	Expected: 08/2011	09/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
<b>*NEW LISTING*</b>	<b>Description:</b> Closure of 2 mine adits at the Shenandoah Mine and 1 mine adit at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar. Old Jura is located off NFS road 26N26A.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>ATT Passive Reflector Amendment Project</b> CE	- Special use management	In Progress: Scoping Start 04/13/2011	Expected: 06/2011	07/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
	<b>Description:</b> Amend the current permit to include a new location along Forest road 26N26 and an existing repeater site would be developed by installing two 35 foot poles, 6 feet apart to house microwave antennae, solar charger & panel and radio cabinet.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R7E Section 7 and T25N R8E Section 28. Forest road 26N26 and Twelve Mile Bar.				
<b>American Valley Hazardous Fuels Reduction Project</b> CE	- Fuels management	Completed	Actual: 04/18/2011	04/2011	Ryan Bauer 530-283-7673 rbauer@fs.fed.us
	<b>Description:</b> Hand-thinning, piling and burning, mastication, and underburning to reduce hazardous fuels on approximately 346 acres of public land adjacent to private lands within the WUI around Quincy, CA.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=30042">http://www.fs.fed.us/nepa/project_content.php?project=30042</a>				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R10E, Sections 8, 15, 16, 17, 19 and 22. T24N, R9E, Section 24. East and south of American Valley and the community of East Quincy, California.				
<b>Antelope Lake Picnic Rehabilitation</b> CE	- Recreation management	In Progress: Scoping Start 05/18/2011	Expected: 06/2011	07/2012	Peggy Gustafson 530-283-7622 ischaber@fs.fed.us
	<b>Description:</b> Remove existing toilet building and install new vault toilet. Replace existing picnic tables with refurbished tables and expand to 10 picnic sites. Install barriers to allow access to picnic sites and prevent driving outside sites.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Antelope Picnic Area, Antelope Lake.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Bucks Lake Hazardous Fuels Reduction Project</b> EA	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> <li>- Road management</li> </ul> <p><b>Description:</b> This project proposes reduction of hazardous fuels, removal of hazardous trees along roads and within recreation sites, road treatments to improve watershed condition, and thinning to improve forest health.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=18963">http://www.fs.fed.us/nepa/project_content.php?project=18963</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Sections 1, 3, 4, 9, 11, 12. T23N, R8E, Sections 5, 6, 7, 18. T24N, R7E, Sections 27, 28, 29, 32, 36. T24N, R8E, Sections 18 and 32. About 10 miles west of Quincy, CA. Includes NFS Roads 24N24, 24N29Y, 24N33, 24N33A, 24N34, 24N35X, and 24N36; Plumas County roads 414, 423, and 433; and 0.2 miles of the Pacific Crest Trail.</p>	In Progress: Scoping Start 05/04/2011 Est. Objection Period Legal Notice 03/2012	Expected: 05/2012	08/2012	Michelle Coppoletta 530-285-7668 mcoppoletta@fs.fed.us
<b>Bucks Lake Lodge Reconstruction Project</b> EA	<ul style="list-style-type: none"> <li>- Recreation management</li> </ul> <p><b>Description:</b> Reconstruction of the main building of the Bucks Lake Lodge which burned in Jan 2010. The lodge would consist of a restaurant, bar and store approximately 3000 square feet in size.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34836">http://www.fs.fed.us/nepa/project_content.php?project=34836</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, Section 3, MDBM. Bucks Lake along the Oroville-Quincy Highway.</p>	In Progress: 215 Comment Period Legal Notice 06/23/2011	Expected: 07/2011	09/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
<b>Cattle Springs MYLF Project</b> CE	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> </ul> <p><b>Description:</b> This project will deepen two existing ponds at Cattle Springs in order to provide better overwintering habitat for first year Mountain Yellow-legged Frog tadpoles. This project will also construct a small enclosure fence around the ponds.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34125">http://www.fs.fed.us/nepa/project_content.php?project=34125</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 23N, R9E, Section 9. This project is located at Cattle Springs where NFS Road 23N68 terminates.</p>	In Progress: Scoping Start 10/07/2010	Expected: 07/2011	07/2011	Gary Rotta 530-283-7687 grotta@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Dark Ravine Placer Exploration Project CE	- Minerals and Geology	In Progress: Scoping Start 12/14/2010	Expected: 07/2011	07/2011	Leslie Edlund 530-283-7650 ledlund@fs.fed.us
	<b>Description:</b> This mining exploration project would first using a mini excavator and highbanker to process gravel deposits in the upper portion of the claim. The next phase would use a portable trommel and backhoe to test the thicker gravel deposits.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 23 & 24, MDBM. 5 miles southwest of Greenville, CA in Dark Ravine.				
Greenhorn Creek Restoration Project EA	- Wildlife, Fish, Rare plants - Watershed management	In Progress: 215 Comment Period Legal Notice 06/08/2011	Expected: 07/2011	08/2011	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
	<b>Description:</b> A RAC project proposed to restore trout populations and bank stability to Greenhorn Creek in American Valley. Fish passage and bank stabilization improvements would be made in six locations along Greenhorn Creek.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=31639">http://www.fs.fed.us/nepa/project_content.php?project=31639</a>				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project is located in Township 24N, Range 10E and Sections 21, 16, 17, 8 and 7. The project area encompasses private lands and NFS land along Greenhorn Creek in American Valley.				
Hallsted Campground Rehabilitation Project CE	- Recreation management	In Progress: Scoping Start 04/13/2011	Expected: 07/2011	11/2011	Erika Brenzovich 530-283-5189 ebrenzovich@fs.fed.us
	<b>Description:</b> Rehabilitation of Hallsted Campground includes developing interpretive improvements, replacing the restroom, resurfacing roads & spurs, replacing the electrical distribution and water systems, and developing accessible campsites and river access.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R8E, Section 22. Hallsted Campground is located approximately 18 miles from Quincy, the nearest town is Twin.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b>	<b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b>			<b>R5 - Pacific Southwest Region</b>	
<b>Keddie Hazardous Fuels Reduction Project</b> EIS	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> <li>- Fuels management</li> <li>- Watershed management</li> <li>- Road management</li> </ul>	<p>In Progress: DEIS NOA in Federal Register 02/04/2011 Est. FEIS NOA in Federal Register 07/2011</p>	Expected: 08/2011	06/2012	Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
<p><b>Description:</b> Construction of fuelbreaks known as Defensible Fuel Profile Zones, thinning and group selection harvests, protection and enhancement of sensitive plant and wildlife habitat, road improvements, and noxious weed treatments.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=19040">http://www.fs.fed.us/nepa/project_content.php?project=19040</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Keddie Project is 103,329 acres. Please see "Other Project Information" for the "Legal Land Description". Keddie Project is within the vicinity of Keddie Ridge, Round Valley Reservoir, and Mt. Jura. Communities within include Greenville, Crescent Mills, and Taylorsville, California.</p>					
<b>Keddie Ridge Roadside and Deck Salvage Sale Project</b> CE	<ul style="list-style-type: none"> <li>- Forest products</li> <li>- Vegetation management (other than forest products)</li> </ul>	<p>In Progress: Scoping Start 10/14/2010</p>	Expected: 07/2011	08/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
<p><b>Description:</b> This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34562">http://www.fs.fed.us/nepa/project_content.php?project=34562</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.</p>					
<b>Lost Cove Boat Launch Maintenance and Improvements</b> CE	- Recreation management	<p>In Progress: Scoping Start 05/18/2011</p>	Expected: 06/2011	09/2012	Peggy Gustafson 530-283-7622 ischaber@fs.fed.us
<p><b>Description:</b> Maintain existing parking area with chipseal overlay and replace substandard boat ramp with V grooved cement. Install: Two ADA parking spaces with pathway; a vault toilet; 3 picnic tables with shade structure; and 7 boat trailer parking spaces.</p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Section 23. Lost Cove Boat Launch, Antelope Lake.</p>					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
<b>Plumas National Forest</b> <b>Mt. Hough Ranger District (excluding Projects occurring in more than one District)</b> <b>R5 - Pacific Southwest Region</b>					
<b>Meadow Valley Barracks PSW</b> <b>CE</b>	- Facility management	In Progress: Scoping Start 04/13/2011	Expected: 07/2011	08/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
	<b>Description:</b> Demolish the existing Teachers Assistant building and replace it with a new Region 5 standard barracks building. Install new septic system and well and electrical hookup. The construction site would be approximately .25 acres.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Section 27. U.C. Berkeley Forestry Camp, Meadow Valley.				
<b>Mt. Hough Deer Habitat Improvement Burn</b> <b>CE</b>	- Wildlife, Fish, Rare plants	In Progress: Scoping Start 02/28/2011	Expected: 07/2011	03/2012	Gary Rotta 530-283-7687 grotta@fs.fed.us
	<b>Description:</b> This project is proposed to set back the successional growth of existing 45+ year old shrubland habitat to allow for improved forage quality and foraging access for mule deer by broadcast burning 730 acres between Tollgate Creek and Gilson Creek.				
	<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=35174">http://www.fs.fed.us/nepa/project_content.php?project=35174</a>				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Sections 20, 21, 28, and 29. The proposed action would occur between Tollgate Creek and Gilson Creek on the west side of Mt. Hough, near Quincy, CA.				
<b>Oakland Camp water and sewer improvements</b> <b>CE</b>	- Special use management	Completed	Actual: 06/06/2011	07/2011	Peggy Gustafson 530-283-7622 ischaber@fs.fed.us
	<b>Description:</b> Sewer improvements include relocation of the existing leach field and replacement a portion of existing sewer line. Water system improvements would add a new 10,000 gallon tank.				
	<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R10E Section 31. Oakland Camp, Oakland Camp Road.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)				R5 - Pacific Southwest Region
Rattlesnake Hill Timber Sale CE	<ul style="list-style-type: none"> <li>- Vegetation management (other than forest products)</li> <li>- Special use management</li> </ul> <p><b>Description:</b> This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34163">http://www.fs.fed.us/nepa/project_content.php?project=34163</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35; T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N38 from Seneca road up to the snow sensor site.</p>	In Progress: Scoping Start 10/12/2010	Expected: 07/2011	08/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
Snake Lake Campground Enhancement Project EA	<ul style="list-style-type: none"> <li>- Recreation management</li> </ul> <p><b>Description:</b> Improvements to the existing Snake Lake CG including 8 new equestrian campsites, 15 picnic tables, fire rings, grills, handicapped accessible route to the restroom, 8 horse corrals and mounting ramps, access road and spurs for new sites and thinning.</p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Section 6, MDBM. Snake Lake Campground, 4 miles northwest of Quincy, CA.</p>	In Progress: Scoping Start 12/29/2010 Est. 215 Comment Period Legal Notice 07/2011	Expected: 08/2011	09/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
Snake Lake Meadow Thinning II Project CE	<ul style="list-style-type: none"> <li>- Wildlife, Fish, Rare plants</li> </ul> <p><b>Description:</b> This joint project with the Mule Deer Foundation proposes to improve summer range foraging habitat and maintain habitat diversity for the Sloat Deer Herd through piling and burning in order to maintain open, early seral and meadow habitat.</p> <p><b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34921">http://www.fs.fed.us/nepa/project_content.php?project=34921</a></p> <p><b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R9E, Section 5, MDBM. Project treatments would occur on the east side of Snake Lake.</p>	Completed	Actual: 05/13/2011	06/2011	Gary Rotta 530-283-0555 grota@fs.fed.us



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region			
Taylor Made Placer Exploration CE	- Minerals and Geology	In Progress: Scoping Start 02/02/2011	Expected: 07/2011	08/2011	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
<b>Description:</b> Plan of Operations for exploratory trenching in the Taylor Gulch area. The proposal includes excavation with a mini excavator to remove overburden. Material would be screened with a metal detector. Material will be replaced after processing.					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 33 & 34, MDBM. Taylor Gulch, access is through Meadow Valley to NFS Road 23N16 to NFS Road 23N16A.					
Union Pacific Railroad, Canyon Subdivision, Culvert Replacement Project EA	- Land ownership management	In Progress: Scoping Start 11/10/2010 Est. 215 Comment Period Legal Notice 08/2011	Expected: 09/2011	10/2011	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
<b>Description:</b> Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged)					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30; T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties.					
Waters 2011 Timber Stand Improvement Project CE	- Vegetation management (other than forest products)	In Progress: Scoping Start 01/12/2011	Expected: 07/2011	08/2011	Linda Smith 530-283-7628 llsmith@fs.fed.us
<b>Description:</b> The project would masticate approximately 589 acres of plantations in order to improve growth and vigor of residual trees, reduce stand brush fuel accumulations, and enhance the development of existing plantations into mature timber stands.					
<b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=34893">http://www.fs.fed.us/nepa/project_content.php?project=34893</a>					
<b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R8E, Sections 1-4, 8, 10-14, 17, T23N, R9E, Sections 6, 7, 18, T24N, R8E, Section 36, T24N, R9E, Sections 31 and 32. Project units surround Third Water Creek in Meadow Valley, CA between the Big Creek drainage and Deanes Valley.					



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Wildcat/Boulder Restoration Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Watershed management	Developing Proposal Est. Scoping Start 09/2011	Expected: 07/2012	08/2012	R5 - Pacific Southwest Region Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
<b>Description:</b> Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. <b>Web Link:</b> <a href="http://www.fs.fed.us/nepa/project_content.php?project=32416">http://www.fs.fed.us/nepa/project_content.php?project=32416</a> <b>Location:</b> UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15; T24N, R 13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake.					

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

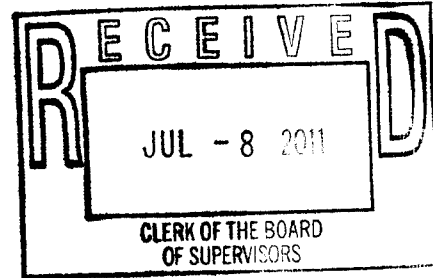
This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.



# Yuba-Sutter Farm Bureau

*Serving Agriculture Since 1919*

RECEIVED BY EACH  
BOARD MEMBER



July 6<sup>th</sup>, 2011

Yuba County Board of Supervisors  
915 Eighth Street, Suite 109  
Marysville, CA 95901

Re: Recology Ostrom Road Landfill Rail Spur Project

Dear Board of Supervisors,

This letter is being written as a follow-up to Yuba-Sutter Farm Bureau's (YSFB) March 25, 2011 letter to the Yuba County Board of Supervisors echoing concerns expressed by others in the Yuba County community regarding potential negative impacts associated with Recology's proposed Rail Spur Project and the delivery of waste from San Francisco to be facilitated by the project. The letter details specific concerns ranging from lack of county oversight on permit and operational changes, to the lack of appropriate mitigation measures with regard to liner leakage, groundwater protection, and flooding.

Upon YSFB's review of the available information regarding the Rail Spur Project, it is apparent that additional, careful research by YSFB on this complex issue is needed before any position of support, opposition or neutrality can be taken. YSFB would like to rescind the March 25, 2011 letter and the opinions expressed therein, to allow an opportunity for further investigation into the project by YSFB.

Sincerely,

SAMUEL W. NEVIS  
President

7/8/11: Provided to Planning/ds

**BOS CORRESPONDENCE B**



LAW AND JUSTICE COMMITTEE



# Yuba County Sheriff's Department

**Steven L. Durfor, Sheriff - Coroner**

327-11

**215 5th Street, Suite 150, Marysville, CA 95901**

**Ph: 530-749-7777 • Fax: 530-741-6445**

July 26, 2011

**TO:** LAW AND JUSTICE COMMITTEE

**FR:** STEVEN L. DURFOR, SHERIFF-CORONERS *SLD/hw*

**RE:** REDUCTION IN OFFICE/SHELTER HOURS FOR ANIMAL CARE SERVICES

## *Recommendation*

Adopt the following schedule of hours that the Animal Care Services office and shelter are open to the public to begin as soon as possible.

<b>CURRENT HOURS</b>		
<b>Days</b>	<b>ACS Office</b>	<b>Shelter</b>
Weekdays	8:30 am – 4:30 pm	10:00 am – 4:30 pm
Saturdays	9:00 am - Noon	9:00 am - Noon
Sundays	Closed	Closed

<b>PROPOSED HOURS</b>		
<b>Days</b>	<b>ACS Office</b>	<b>Shelter</b>
Weekdays	8:30 am – 3:30 pm	10:00 am – 3:30 pm
Saturdays	9:00 am - Noon	9:00 am - Noon
Sundays	Closed	Closed

## *Background*

Section 4.01 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba (Resolution No. 2005-113), outlines office hours for County offices.

## *Discussion*

Overtime costs have been running high at Animal Care Service, despite our best efforts in controlling them. The overtime effects our fiscal bottom line, but the greater toll is paid by our employees becoming burned-out and exhausted. We conducted an analysis into the reasons for overtime and found three factors that contribute to overtime that we can influence.

- **Staff availability:** ACS has been and continues to be a *very* lean operation. The minimal staffing is exacerbated by several long-term absences we have experienced resulting in a

greater workload on everyone. The most current situation involves the absence of our Animal Care Services Technician. He has been on approved leave for more than two months and his absence often requires the ACS Supervisor to pick up many of the Technician's duties, in addition to her own.

- **Office Hours** – Currently, the ACS office is open to the public from 0830 to 1630 Monday through Friday. The kennels are open to the public from 1000 to 1630. Both the office and the kennels are also open to the public from 0900 to 1200 on Saturdays. There is no public access on Sundays or holidays.

Staff is scheduled to end their shifts at 1700 hours Monday through Friday. This only gives them 30 minutes after closure to the public to wrap things up, close down the kennels, return the inmate workers, etc. It simply isn't enough time on most days.

- **Calls for Service** – Calls for service late in the work day can lead to the extension of shifts. It is not uncommon to leave low priority calls for service pending until the next business day, but we evaluate what calls we are willing to leave pending until the following day while always ensuring the public's safety.

The single greatest use of overtime (54% of all ACS overtime) was for shift extension to complete daily duties. We believe that shortening office hours will result in our ability to reduce overtime and it's negative impact on staff.

*Fiscal Impact:*

We expect overtime savings to be in excess of \$5,000; however, the less tangible benefits are in employee satisfaction, wellness and elevated morale.