

# 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, 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 10, 2012**

**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 Stocker
- 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 \$15,088.14 from 4H Trust Fund to Account No. 101-0101-411-5240 (4H Camp) for acquisition of replacement kitchen equipment for the 4H Camp in Dobbins. (Public Facilities Committee recommends approval) (264-12)
2. Approve Airport agreement and use permit with Ameriflight Inc. and authorize the Chair to execute same. (265-12)

B. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of June 19, and 26, 2012. (266-12)

C. Clerk-Recorder/Elections

1. Accept Statement of Vote for the June 5, 2012 Presidential Primary Election pursuant to Elections Code §15400. (276-12)

D. Health and Human Services

1. Adopt resolution authorizing agreement with the State of California Department for Multipurpose Senior Services funds and authorize the Chair to execute documents as required and acceptance of funds. ((Human Services Committee recommends approval) (268-12)

- 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. **SPECIAL PRESENTATION**

- A. Receive update on BePreparedYuba web site development and schedule. (Five minute estimate) (269-12)

VI. **COUNTY DEPARTMENTS**

A. Sutter-Yuba Mental Health Services

1. Approve joint project with Sutter-Yuba Mental Health Services and Regional Housing Authority of Sutter and Nevada Counties to purchase property in Yuba County and an amendment to the Community Services Agreement between Sutter-Yuba Mental Health Services and Regional Housing Authority of Sutter and Nevada Counties. (Human Services Committee recommends approval) (Fifteen minute estimate)

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting Subsection 10.30.080(b)(ix) of Section 10.30.070 of Chapter 10.30, Title X of the Yuba County Ordinance Code regarding floodplain management. (Second reading) (Continued from June 26, 2012) (Five minute estimate) (257-12)
- B. Ordinance - Hold public hearing, waive reading, and adopt ordinance repealing and re-enacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d) and, 7.40.300(b) of Chapter 7.40 relating to marijuana cultivation. (Second reading) (Continued from June 26, 2012) (30 minute estimate) (256-12)

VIII. **CORRESPONDENCE** - (271-12)

- A. Annual Report from Sutter Yuba Mental Health Services for Fiscal Year 2011-2012.
- B. Annual Report from Substance Abuse Advisory Board for Fiscal Year 2011-2012.
- C. Resolution from the City of Wheatland requesting consolidation of the city election with the November statewide election. (Copy to Elections)
- D. Letter from Developmental Disabilities Area Board 3 Executive Director Michael Rosenberg advising recent appointment of Alma Amaya poses a legal conflict of interest and is not eligible to serve.

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

X. **CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.**

- A. Threatened litigation pursuant to Government Code §54956.9(b) - One Claim/Hendrickson
- B. Potential litigation pursuant to Government Code §54956.9(b) - One Case
- C. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Growers Association, Sam McConnell, Yuba Patient Collective, Lew Neal, Old Crow Farm Collective, Kathie Thelen and Déjà Vu Collective vs. County of Yuba

XI. **ADJOURN**

**COMMITTEE MEETINGS**

**11:30 A.M. Human Services Committee** - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider agreement with Bloodsource Inc. for blood drive services at county locations for a one year term - Health and Human Services (Ten minute estimate) (272-12)

**07/10/2012 - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED**

**07/13/2012 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee**  
**Government Center, Marysville Conference Room**  
**915 8th Street, Suite 109 A**  
**Marysville, California 95901**

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

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

### **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**

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*CONSENT*

*AGENDA*

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264-12

## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** June 19, 2012  
**Re:** 4H Camp Capital Investment

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### Recommendation

Authorize budget transfer in the amount of \$15,088.14 from the 4H Trust Fund to Account 101-0101-411-5240 (4H Camp) for acquisition of replacement kitchen equipment for the County's 4H Camp in Dobbins.

### Discussion

The County's 4H Camp and Outdoor Education Center in Dobbins is being managed by the Yuba County Office of Education. The Office of Ed has informed us that several pieces of kitchen equipment have reached the end of their useful life and need replacement.

### Background

The purpose of the 4H Camp Timber Fund is solely for the purpose of capital improvement of the Camp. This fund is replenished from timber harvesting on the 4H Camp property. Our Timber Manager anticipates a new harvest fairly soon as market conditions improve.

The Office of Ed's Program Manager of the Camp has requested the County make the capital investment to replace the following:

- The griddle/gas range; current unit is rusty and does not operate properly
- The 'reach-in' freezer has not been working for some time, and the walk in freezer is inefficient and works intermittently. The Camp needs a reliable freezer for food protection.
- The standing mixer is not operable and is a key piece of kitchen equipment for large groups.

The total replacement cost for these three items is \$15,088.14

The Program Manager has obtained multiple quotes and this presents the best value.

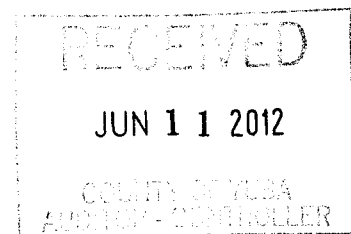
### Committee Action

The Public Facilities Committee has reviewed this request and recommended its approval

### Fiscal Impact

There will be no impact to the General Fund resulting from this transfer. After this action, there will be approximately \$42,000 left in the 4H Fund.

Yuba County Administrative Services 749-7880



04/05/2012

2440

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 Quote
 

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To: 4-H Camp - Equipment  
 Chris Reyna  
 530-848-7947  
 635-2859

From: NorCal Food Equipment Inc.  
 Troy Emmerling  
 172 Commercial Ave.  
 Chico, CA 95973-0215  
 Phone: (800) 342-4428  
 Cell: (530) 519-9509

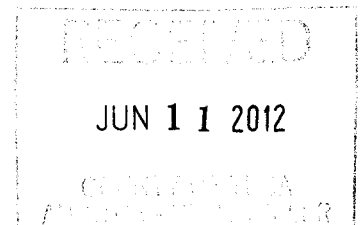
Item	Qty	Description	Sell Each	Sell Total
1	1	ea <b>GRIDDLE, GAS, RESTAURANT RANGE MATCH</b> Southbend Model No. S36A-3G S-Series Restaurant Range, gas, 36" W, 64,000 BTU, 36" manual griddle, (1) 35,000 BTU convection oven with snap action thermostat, stainless steel front, sides and removable shelf, 4" s/s front rail, removable grease drawer, hinged lower valve panel, metal knobs, 6" s/s adjustable legs, CSA, NSF, total BTU'S (NAT) 99,000 59.5(h) x 36.5(w) x 42.25(d)	5,041.25	5,041.25
	1	ea Standard one year limited warranty (range)		
	1	ea LP gas		
3	1	ea <b>FREEZER, REACH-IN</b> Everest Refrigeration Model No. ESF3 Reach-In Freezer, three-section, 71 cu. ft. cap., (9) shelves, top mounted self contained refrigeration system, digital control system, adjustable self-closing doors, door locks, 304 s/s interior & 430 s/s exterior, (4) 4" diameter swivel casters (front with brakes) & (1) adjustable s/s clad ABS leg, incandescent interior lighting, (3) 1/2 HP compressor, 230V-60Hz-1Ph, 12.36 amps, NSF 7, ETL safety 74.25(h) x 75(w) x 31.75(d)	4,430.40	4,430.40
	1	ea Parts and labor: Total 2 years from installation date (there is no more additional 6 months warranty this time)		
	1	ea Compressor: Total 5 years from installation date		
			Merchandise	9,471.65
			Freight	434.66
			Total Installation	704.00
			Sales Tax (7.25%)	686.69
			<b>Total</b>	<b>11,297.00</b>

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

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

Project Grand Total: 11,297.00



04/05/2012

2531

**Quote**

To: 4-H Camp - Mixer 30qt

From: NorCal Food Equipment Inc.  
Troy Emmerling  
172 Commercial Ave.  
Chico, CA 95973-0215  
Phone: (800) 342-4428  
Cell: (530) 519-9509

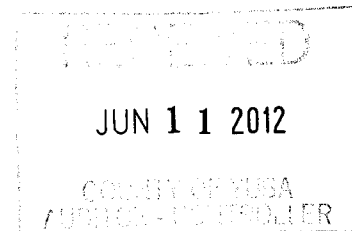
Item	Qty	Description	Sell Each	Sell Total
1	1	ea <b>FOOD MIXER</b> Hobart Model No. D-300 (Refurbished) Food Mixer 30 qt with stainless steel bowl and 1 attachment.	3,395.00	3,395.00
			Merchandise	3,395.00
			Freight	150.00
			Sales Tax (7.25%)	246.14
			<b>Total</b>	<b>3,791.14</b>

Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

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

Project Grand Total: 3,791.14



WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

JUN 11 2012

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

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

DATE: June 19 20 12

DEPARTMENT Board of Supervisors

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 13

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01		15,088.00
Operating Transfer In		

ACCOUNT NO.	NAME	AMOUNT
101-0101-411-52-40		15,088.00
4H Camp		

**FUND TRANSFERS**

**FUNDS TO BE REDUCED:**

FUND	AMOUNT
274-0000-372-99-03 4H Holding	15,088.00

**FUNDS TO BE INCREASED:**

FUND	AMOUNT
101-0000-372-99-01 General	15,088.00

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

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

**REASON FOR TRANSFER:**

Acquisition of kitchen equipment

**APPROVED:**

☒ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

Clerk of the Board

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

# The County of Yuba

## Department of Administrative Services

Doug McCoy - Director



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

265-12

July 10, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: Doug McCoy, Director of Administrative Services  
SUBJECT: APPROVE AIRPORT AGREEMENT AND USE PERMIT WITH AMERIFLIGHT, INC.

### Recommendation:

Approve the subject Agreement and Use Permit between the County of Yuba and Ameriflight, Inc., and authorize the Chairman to execute the same.

### Background:

The subject Agreement and Use Permit is to allow commercial activities at the airport for transport of various papers, documents, and materials to and from the Yuba County airport on behalf of banking and other financial institutions. Ameriflight, Inc., has been operating from the airport since 1970.

### Discussion:

The Agreement and Use Permit authorizes Ameriflight, Inc., a freight carrier for various banking institutions to utilize the airport on a regular basis. The permit fee is based on the commercial use permit fee as set annually by the Board of Supervisors.

### Committee Action:

This item was not presented to the committee as it is a standard agreement and considered routine. The agreement was reviewed and approved by County Counsel.

### Fiscal Impact:

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

### Attachments

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**YUBA COUNTY AIRPORT  
AGREEMENT AND USE PERMIT**

This Agreement and Use Permit, made and entered into this \_\_\_\_ day of June, 2012, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and **AMERIFLIGHT, INC.**, herein after referred to as "Permittee."

**WITNESSETH:**

**WHEREAS**, County is the owner of Yuba County Airport, hereinafter referred to as "Airport"; County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

**WHEREAS**, Permittee wishes to conduct certain commercial activities at said Airport for transport of various papers, documents, and materials to and from the Yuba County Airport for and on behalf of banking and other financial institutions.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. OPERATIONS: Permittee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to carry air cargo, including air mail and bank materials, in regard to its operation at Airport. No other services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or

operated commercial aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Permittee in connection with its aircraft.

All of Permittee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable time within which to comply with such change. Permittee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Permittee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing June 1, 2012, and terminating May 31, 2017. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. This Agreement may be terminated by the County for any reason at any time upon not less than ninety (90) days advance written notice to Permittee.

3. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A. Permittee shall pay to County an annual commercial use permit fee as set by the Yuba County Board of Supervisors. The current rate is One Hundred Twenty-five Dollars (\$125.00) per month and can be paid monthly or annually. The Use Permit fee is adjusted annually with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

4. INTEREST PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess interest at the rate of eighteen percent (18%) annual percentage rate.

5. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for services not referred to herein.

6. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of Airport, and rents no space for Permittee's operation as described in this Agreement and Use Permit.

7. ASSIGNMENT OR TRANSFER: This Agreement and Use Permit and the rights granted to Permittee hereunder are not assignable or transferable, and shall not run with the land, but rather shall inure solely to the personal benefit of Permittee. Any attempted assignment or transfer, or if a transfer occurs by operation of law, shall be

null and void, and shall render the Agreement and Use Permit immediately terminated at County's sole option.

8. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits as follows:

A. See Exhibit A, attached hereto.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

9. INDEMNITY: Permittee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents

and employees, which shall in any way arise out of or be connected with Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

10. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

11. SIGNS. Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

12. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

13. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County at:

Airport Manager  
YUBA COUNTY AIRPORT  
1364 Sky Harbor Drive  
Olivehurst, CA 95961

To Permittee at:

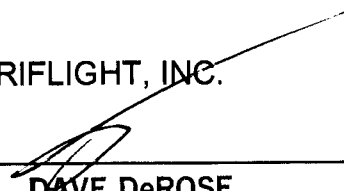
AMERIFLIGHT, INC.  
4700 Empire Avenue  
Hangar 1  
Burbank, CA 91505

Copy to:

Yuba County  
County Counsel  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and  
year first above written.

AMERIFLIGHT, INC.

  
\_\_\_\_\_  
**DAVE DeROSE**  
**EVP and CFO**  
COUNTY OF YUBA

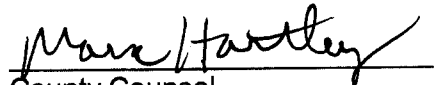
\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: **DONNA STOTTLEMEYER**  
Clerk of the Board of Supervisors

INSURANCE REQUIREMENTS  
REVIEW & APPROVAL:

  
\_\_\_\_\_  
Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

## EXHIBIT A

### INSURANCE REQUIREMENTS

**A.1 MINIMUM SCOPE OF INSURANCE.** PERMITTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the PERMITTEE, his agents, representatives, employees or subcontractors. If PERMITTEE fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to PERMITTEE.

**A.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- c. Property insurance against all risks of loss to any tenant improvements or betterments.

**A.1.2 Minimum Limits of Insurance.** PERMITTEE shall maintain limits no less than:

- |   |                    |  |
|---|--------------------|--|
| 1. General Liability:<br>(including operations, products and completed operations.) | <b>\$1,000,000</b> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Workers' Compensation:   |                    | As required by the State of California.  |
| 3. Employer's Liability:  | <b>\$1,000,000</b> | Each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.  |
| 4. Property Insurance   |                    | Full replacement cost with no coinsurance penalty provision.   |

**A.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the PERMITTEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**A.1.4 Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the PERMITTEE.

(b) For any claims related to this project, the PERMITTEE's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the PERMITTEE's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**A.2 Waiver of Subrogation.** PERMITTEE hereby agrees to waive subrogation which any insurer of PERMITTEE may acquire from PERMITTEE by virtue of the payment of any loss. PERMITTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the PERMITTEE, its employees, agents and subcontractors.

**A.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

**A.4. Verification of Coverage.** PERMITTEE shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**A.6 Sub-contractors.** PERMITTEE shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



## **EXHIBIT B**

### **FEDERAL AVIATION ADMINISTRATION ASSURANCES**

A. **COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:** To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Permittee, licensee, Permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet.

In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

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# *The County of Yuba*

## BOARD OF SUPERVISORS



### JUNE 19, 2012 – MINUTES

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

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

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

#### A. Clerk of the Board of Supervisors

1. Appoint Ms. Rita Gross to the Smartsville Cemetery District for a term to expire June 19, 2016. (230-12) Approved.
2. Approve minutes from the regular meeting of May 22, 2012. (231-12) Approved as written.

#### B. Community Development and Services

1. Authorize Budget Transfer in the amount of \$16,675 from General Fund Contingency to Account No. 101-4900-441-23-00 (Professional Services) for emergency repair work at the former landfill at Hammon Grove Park. (232-12) Approved.
2. Authorize the Auditor to disburse \$487,366.90 in Measure D Funds from Fund 807 in the following amounts; \$463,242.23 County Road Fund 102; \$19,494.68 City of Marysville; and \$4,629.98 City of Wheatland. (233-12) Approved.
3. Award and approve contract with Sandgren Real Estate Group-Helm Properties for acquisition, maintenance, and disposition of Neighborhood Stabilization program properties, and authorize the Chair to execute same. (234-12) Approved.

C. County Administrator

1. Approve contract renewal for Public Defender Services Juvenile 602 1st Conflict with Mark Woods and authorize the Chair to execute same. (235-12) Approved.
2. Approve contract renewal for Public Defender Services Juvenile 602 with Carl Lindmark and authorize the Chair to execute same. (236-12) Approved.
3. Approve contract renewal for Public Defender Services 2nd Conflict with Carl Lindmark and authorize the Chair to execute same. (237-12) Approved.

D. Health and Human Services

1. Authorize Budget Transfer in the amount of \$1,700.00 from account no. 101-5800-455-6200 (Fixed Assets) to account no. 101-5800-455-2200 (Office Supplies) for the purchase of a laptop. (Human Services Committee recommends approval) (238-12) Approved.

IV. PUBLIC COMMUNICATIONS:

Fire Chief Rich Webb advised of the Wildland Fire Training Exercise scheduled June 23, 2012.

Mr. Buck Weckman, Brownsville, regarding prohibitive activities in County merit resolution and petition to preserve natural resources.

Mr. Nick Spaulding, Oregon House, regarding the General Plan Update and petition to "save open space."

V. COUNTY DEPARTMENTS

A. County Administrator

1. Receive Proposed Budget for Fiscal Year 2012-2013 and make available for public review; adopt as County's interim spending plan, including allocation changes, pending adoption of final budget; acknowledge balanced budget with use of one-time funds, State actions may require significant adjustments, and restoration of reductions will require equivalent reductions; set budget workshops for August 14 and 21, 2012; set final budget hearings for September 18 - 25, 2012. (Thirty minute estimate) (239-12) County Administrator Robert Bendorf provided a Power Point presentation recapping proposed allocations and revenues and highlighting the following:
  - o 2012-2013 Budget Development Goals and Process
  - o Proposed Budget - \$153,511,759
  - o General Fund Discretionary Revenues - \$24,479,454 and Appropriations - \$26,249,687
  - o General Fund (GF) Reserves - \$1,350,631
  - o Significant Issues Facing Social Services and Child Support Services
  - o Public Safety Sales Tax Allocations to Sheriff, District Attorney, Juvenile Hall, and Fire - \$2,186,498
  - o Significant Issues Facing Public Safety – AB 109 Realignment Funding and Impact/Declining One-time uses/Reduction or loss of grant revenues
  - o Health Insurance Costs - \$9,296,000
  - o Estimated Pension Costs - \$8,260,310
  - o Cost Plan Reimbursement reduction \$2,000,000
  - o Workforce Summary - 874 Allocated Positions
  - o One-time GF solutions
    - GF balance estimate - \$1,200,000

- Institutional Medical - \$(275,000)
- Elections - \$135,000
- Capital Outlay for ongoing operations - \$570,413
- Proposed Budget Summary Impacts
  - No increase to GF Appropriations for most departments
  - 7 Layoffs in Community Development and Services Agency/1 Auditor-Controller
  - Reduce GF Contingencies
  - Reliance on one-time fund - \$570,413
  - Expenditure reductions
  - Departmental Service Level Impacts
- Pending Issues - Health Insurance increase effective 1/2012 not contained in Proposed Budget
- Budget Projections for 2013-2014
- Health Insurance Premium increase
- Employer Pension costs increase 1.66%
- Merit and Longevity employee increases
- Cost of living increases

Following Board discussion, Mr. Bendorf responded to Board inquiries.

Executive Director Gary Stucky, Yuba County Employees Association, expressed concern regarding establishing Director of Finance and Administration position within Community Development and Services, discussed prior negotiations on health insurance premiums and health insurance costs.

MOTION: Move to

- Accept the Proposed Budget for Fiscal Year 2012-2013 and direct staff to make available copies for public review, and;
- Acknowledge that;
  - The Proposed Budget estimated expenditures are balanced with estimated revenues; although it is balanced with the use of limited one-time funds therefore is not structurally balanced.
  - Actions by the State of California will require significant adjustments to the Proposed Budget as adopted by the Board.
  - Restoration of proposed budget reductions will require equivalent reductions in funds from other County priorities; and
- Adopt the Proposed Budget for Fiscal Year 2012-2013 as the County's interim spending plan, including position changes, pending formal adoption of the Final Budget; and
- Set dates for Fiscal Year 2012-2013 Budget Workshops of August 14 and August 21, 2012; and
- Set public hearings for September 18 – 25, 2012 for adoption of the Final Budget.

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

#### VI. CORRESPONDENCE - (240-12)

- A. Two notices from State of California Fish and Game Commission regarding proposed regulatory action relating to Blue Cavern State Marine Conservation Area, kelp bass, barred sand bass and spotted sand bass sport fishing. (A copy was provided to Yuba County Fish and Game Advisory Commission) Accepted

#### VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Nicoletti: Proclamation recognizing trade with United States and Yantai, China

Supervisor Abe:

- RCRC Directors meeting held June 13, 2013 and discussion on suspension of FEMA remapping program
- Memorial Adjournment - Mr. Corey Amsbaugh

VIII. ADJOURN: 12:04 p.m. in memory of Mr. Corey Amsbaugh.

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Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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Approved: \_\_\_\_\_



# *The County of Yuba*

## BOARD OF SUPERVISORS

JUNE 26, 2012 – MINUTES



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

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

### A. Board of Supervisors

1. Cast ballot for Mark Lovelace as County Medical Services Program (CMSP) Governing Board Supervisor Representative - Group 2 Counties. (241-12) Approved.

### B. Clerk of the Board of Supervisors

1. Appoint Mr. Alvin Bell to the Brownsville Cemetery District for a term to expire June 7, 2015. (242-12) Approved.
2. Appoint Ms. Alma Amaya to the Developmental Disabilities Area Board III for a term to expire June 26, 2016. (243-12) Supervisor Vasquez commended Ms. Amaya on her community activism.

Ms. Amaya expressed her appreciation to serve the community.

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

3. Authorize Budget Transfer in the total amount of \$462.00 to various line items to cover yearend shortages. (244-12) Authorized.

4. Approve minutes from the regular meetings of May 15, and June 12, 2012. (245-12) Approved as written.

C. Community Development and Services

1. Approve floodplain development variance for agricultural storage building at 11492 State Route 70. (Land Use and Public Works Committee recommends approval) (246-12) Approved.

D. County Administrator

1. Approve Regional Waste Management Authority grant application for the Used Oil Payment Program Cycle Three application for Fiscal Year 2012/13 and authorize the County Administrator to execute a submittal letter. (247-12) Approved.
2. Authorize Budget Transfer in the amount of \$8,045 to Account No. 101-2300-421-23-00 (Professional Services) for allocation of AB 109 Realignment 2011 payments to the Public Defender. (248-12) Authorized.

E. Sheriff-Coroner

1. Authorize Budget Transfer in the total amount of \$144,719 reprogramming various funds for the Jail, Boat Patrol, Animal Care Services, and Sheriff's Auto Services to cover current and projected shortages. (249-12) Authorized.

F. Health and Human Services

1. Authorize Budget Transfer in the total amount of \$21,399 to and from various line items to cover yearend shortages. (263-12) Authorized.

IV. SPECIAL PRESENTATION

- A. Present proclamation to Tim Kelly, Marysville Adult Education Principal. (No background material) (Five minute estimate) (250-12) Chairman Stocker presented a proclamation to Tim Kelly.

Mr. Kelly advised it was an honor to serve and expressed appreciation to the Board.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Administrative Services

Consider agreement with INDIGO / Hammond and Playle Architects, LLP for architectural services for the new Sheriff's facility on Yuba Street, Marysville. (Public Facilities Committee recommends approval) (Ten minute estimate) (251-12) Administrative Services Director Doug McCoy recapped award request and responded to Board inquiries.

MOTION: Move to approve

MOVED: Roger Abe

SECOND: Andy Vasquez

AYES: Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Nicoletti, Griego ABSTAIN: None

B. Auditor-Controller

1. Receive presentation and audit report for the County of Yuba dated June 30, 2011. (Fifteen minute estimate) (252-12) Auditor Controller Richard Eberle recapped financial statements and responded to Board inquiries.

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

C. County Administrator

1. Receive update on suspending Trails Commission and provide staff direction. (Continued from April 17, 2012) (Five minute estimate) (135-12) County Administrator Robert Bendorf provided a brief recap and requested additional time for a thorough review.

MOTION: Move to suspend commission for an additional six months  
MOVED: Andy Vasquez                      SECOND: Roger Abe  
AYES: Andy Vasquez, Roger Abe, Hal Stocker  
NOES: None ABSENT: Nicoletti, Griego ABSTAIN: None

D. Human Resources and Organizational Services

1. Recognize and approve the Yuba County Probation Peace Officers' Association (YCPPOA) request for Severance/Unit Modification from Yuba County Employees Association and recognition as YCPPOA and direct staff to establish such units. (Five minute estimate) (253-12) Human Resources Director Martha Wilson recapped request and responded to Board inquiries.

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

2. Recognize and approve the Welfare Fraud Investigators' decertification request from Yuba County Employees Association. (Five minute estimate) (254-12) Human Resources Director Martha Wilson recapped request, advised of correction from Senior Welfare Fraud Investigator to Supervising Welfare Fraud Investigator, and responded to Board inquiries.

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

3. Adopt resolution amending the Classification System Basic Salary Schedule as it relates to the Executive Director of Three Rivers Levee Improvement Authority. (Ten minutes estimate) (255-12) Human Resources Director Martha Wilson provided a recap of the salary survey and responded to Board inquiries.

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

Adopted Resolution No. 2012-52, which is on file in Resolution Book No. 43, entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE," as it relates to the Three Rivers Levee Improvement Authority.

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

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d) and, 7.40.300(b) of Chapter 7.40 relating to marijuana cultivation. (30 minute estimate) (256-12) Community Development and Services Director Kevin Mallen recapped proposed amendments as follows, and responded to Board inquiries:
- Defined area of Cultivation – relating to the shape of the defined area
  - Conditions Creating Public Nuisance
    - Cultivation by anyone other than a qualified patient or primary caregiver
    - Plants in public view
  - Exceptions – relating to cultivation by one or more qualified patients or primary caregivers and at least one of the plants is being cultivated for a qualified patient or primary caregiver who occupies the dwelling as their place of residence

County Counsel Angil Morris-Jones responded to specific inquiries regarding collectives and exceptions.

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

- Mr. Zachary Cross
- Mr. Lee Boutt
- Mr. Jonathan Finegold
- Ms. Kathie Thelen
- Ms. Karen Liggett, Marysville
- Mr. Andy Johnson

Sheriff Durfor responded to specific inquiries relating to self initiated investigations and enforcement.

MOTION: Move to close the public hearing    MOVED: Roger Abe    SECOND: Andy Vasquez

AYES: Roger Abe, Andy Vasquez, Hal Stocker

NOES: None    ABSENT: Nicoletti, Griego    ABSTAIN: None

MOTION: Move waive reading and introduce ordinance

MOVED: Roger Abe    SECOND: Andy Vasquez

AYES: Roger Abe, Andy Vasquez    NOES: Hal Stocker    ABSENT: Nicoletti, Griego    ABSTAIN: None

The Board recessed at 11:16 a.m. and reconvened at 11:27 a.m.

- B. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Subsection 10.30.080(b)(ix) of Section 10.30.070 of Chapter 10.30, Title X of the Yuba County Ordinance Code regarding floodplain management. (Five minute estimate) (257-12) Community Development and Services Director Kevin Mallen provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close the public hearing, waive reading, and introduce ordinance

MOVED: Roger Abe SECOND: Hal Stocker

AYES: Roger Abe, Hal Stocker, Andy Vasquez

NOES: None ABSENT: Nicoletti, Griego ABSTAIN: None

- C. Public Hearing - Hold public hearing to consider approval and adoption of resolution approving the Wheatland Fire Authority's request for increased Fire Mitigation Fees. (Ten minute estimate) (258-12) Chief Waggershauer and Jeff Schmall recapped and responded to Board inquiries.

Chairman opened the public hearing. No one came forward

MOTION: Move to close the public hearing and adopt resolution

MOVED: Roger Abe SECOND: Andy Vasquez

AYES: Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Nicoletti, Griego ABSTAIN: None

Adopted Resolution No. 2012-53, which is on file in Resolution Book No. 43, entitled: "RESOLUTION ADOPTING THE DEVELOPMENT IMPACT FEES FOR WHEATLAND FIRE AUTHORITY."

- D. Public Hearing - Hold public hearing, receive public comment on the use of program income accrued from the Neighborhood Stabilization Program, and adopt resolution approving use of funds. (Fifteen minute estimate) (259-12) Community Development and Services Director Kevin Mallen recapped program and responded to Board inquiries.

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

MOTION: Move to close the public hearing, and adopt resolution

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, Roger Abe, Hal Stocker

NOES: None ABSENT: Nicoletti, Griego ABSTAIN: None

Adopted Resolution No. 2012-54, which is on file in Resolution Book No. 43, entitled: "APPROVE USE OF PROGRAM INCOME FROM THE STATE OF CALIFORNIA NEIGHBORHOOD STABILIZATION PROGRAM NSP1 AND NSP3."

VIII. CORRESPONDENCE - (260-12)

- A. Notice from the State of California Governor's office enclosing a proclamation calling the General Election on Tuesday, November 6, 2012. Accepted

- B. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relating to upland game hunting. (Copy provided to Yuba County Fish and Game Advisory Commission) Accepted

- X. CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time. A. Potential litigation pursuant to Government Code §54956.9(b) - One Case - Postponed to July 10, 2012.

- XI. ADJOURN: 11:41 a.m. by Chairman Stocker.

XII. CLOSED SESSION: Pursuant to County Counsels' request to discuss closed session matter agendized, the Board reconvened at 11:46 a.m. and retired into closed session at 11:47 a.m.

A. Potential litigation pursuant to Government Code §54956.9(b) - One Case

The Board returned from closed session at 11:54 a.m. with all members present as indicated above.

County Counsel Angil Morris-Jones reported authorization was received for settlement of claim.

XIII. ADJOURN: 11:54 a.m. by Chairman Stocker.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_

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

# The County of Yuba

## ELECTIONS DIVISION

915 8<sup>th</sup> STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



267-12

Ms. Terry A. Hansen

(530) 749-7855

To: Board of Supervisors  
From: Terry Hansen, Clerk/Recorder – Registrar of Voters  
Subject: **Statement of Vote – June 5, 2012 Presidential Primary Election**  
Date: June 15, 2012

### **Recommendation:**

Accept Certification of Vote for the June 5, 2012 Presidential Primary Election, declare winners for each office, the results of measures under your jurisdiction, and appoint members to particular district offices pursuant to Elections Code §15400, if appropriate.

### **Background and Discussion**

In accordance with Elections Code §15372, I am submitting a certified copy of the Statement of Vote to your Board. Pursuant to Elections Code §15374 the Statement of Vote shows:

- The total number of ballots cast;
- The number of votes cast at each precinct for each candidate and for and against each measure;
- The total number of votes cast for each candidate and for and against each measure.

It is therefore recommended your Board accept the Statement of Vote for the June 5, 2012 Presidential Primary Election; a copy of which is on file with the Clerk of the Board. Additionally, the entire statement may be viewed on the County website at: <http://www.co.yuba.ca.us/departments/clerk/elections/>

### **Impact:**

None. Administrative action only.

### **Committee Action:**

None. This request is made directly to the Board of Supervisors.

Attachment:  
Statement of Vote

# The County of Yuba

ELECTIONS DIVISION

915 8<sup>th</sup> STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



Ms. Terry A. Hansen

(530) 749-7855

## **CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF THE JUNE 5, 2012 PRESIDENTIAL PRIMARY ELECTION**

STATE OF CALIFORNIA }  
COUNTY OF YUBA } ss.

I, Terry A. Hansen, County Clerk / Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on June 5, 2012 for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 14<sup>th</sup> day of June 2012 at the County of Yuba.



Terry A. Hansen, Registrar of Voters  
County of Yuba, State of California



**YUB 20120605 E**

		DEMOCRATIC PRESIDENTIAL PREFERENCE DEMOCRATIC														
200009																
		Registration	Ballots Cast	Turnout (%)		BARACK OBAMA										
New Life 1001		825	76	9.21		26										
New Life - Vote by Mail		825	132	16.00		45										
Edgewater A 1002		608	65	10.69		23										
Edgewater A - Vote by Mail		608	121	19.90		35										
FRC A 1003		694	51	7.35		17										
FRC A - Vote by Mail		694	117	16.86		27										
FRC B 1004		520	41	7.88		8										
FRC B - Vote by Mail		520	72	13.85		15										
FRC C 1005		596	35	5.87		7										
FRC C - Vote by Mail		596	108	18.12		26										
FRC D 1006		637	60	9.42		20										
FRC D - Vote by Mail		637	173	27.16		44										
Edgewater B 1007		695	82	11.80		12										
Edgewater B - Vote by Mail		695	137	19.71		28										
Word of Life A 2001		763	129	16.91		37										
Word of Life A - Vote by Mail		763	202	26.47		52										
First Pres A 2002		411	73	17.76		19										
First Pres A - Vote by Mail		411	127	30.90		30										
First Pres B 2003		638	117	18.34		25										
First Pres B - Vote by Mail		638	161	25.24		26										
Allyn Scott Ctr 2004		652	79	12.12		23										
Allyn Scott Ctr - Vote by Mail		652	159	24.39		34										
Government Ctr 2005		837	107	12.78		40										
Government Ctr - Vote by Mail		837	141	16.85		55										
Cedar Lane 2006		753	62	8.23		17										
Cedar Lane - Vote by Mail		753	116	15.41		24										
One Stop 2007		836	92	11.00		35										
One Stop - Vote by Mail		836	176	21.05		63										
Word of Life B 2008		878	81	9.23		32										
Word of Life B - Vote by Mail		878	203	23.12		72										
OPUD 3001		800	118	14.75		33										
OPUD - Vote by Mail		800	107	13.38		28										
Olivehurst Com Ctr 3002		727	88	12.10		27										
Olivehurst Com Ctr - Vote by Mail		727	95	13.07		32										
Johnson Park 3003		903	128	14.17		40										
Johnson Park - Vote by Mail		903	160	17.72		31										
Airport 3004		883	136	15.40		36										
Airport - Vote by Mail		883	136	15.40		42										
Dan Ave A 3005		713	114	15.99		24										
Dan Ave A - Vote by Mail		713	126	17.67		34										
Dan Ave B 3006		689	64	9.29		14										
Dan Ave B - Vote by Mail		689	162	23.51		35										
MB Rosser 3007		77	0	0.00		0										
MB Rosser - Vote by Mail		77	35	45.45		3										
Arboga School 3008		469	81	17.27		20										
Arboga School - Vote by Mail		469	123	26.23		17										
Cobblestone 4001		788	76	9.64		14										
Cobblestone - Vote by Mail		788	166	21.07		56										
Rio Del Oro A 4002		785	85	10.83		20										
Rio Del Oro A - Vote by Mail		785	161	20.51		41										
Rio Del Oro B 4003		667	72	10.79		13										
Rio Del Oro B - Vote by Mail		667	179	26.84		45										
MB Smartsville 4004		151	0	0.00		0										
MB Smartsville - Vote by Mail		151	51	33.77		9										
MB Beale 4005		118	0	0.00		0										
MB Beale - Vote by Mail		118	11	9.32		4										
Wheatland A 4006		817	112	13.71		18										
Wheatland A - Vote by Mail		817	180	22.03		34										
Wheatland B 4007		813	126	15.50		36										
Wheatland B - Vote by Mail		813	178	21.89		50										
Wheatland C 4008		766	136	17.75		25										

**YUB 20120605 E**

		DEMOCRATIC PRESIDENTIAL PREFERENCE DEMOCRATIC														
200009																
		Registration	Ballots Cast	Turnout (%)		BARACK OBAMA										
Wheatland C - Vote by Mail		766	218	28.46		37										
Riverside Meadows 4009		392	49	12.50		17										
Riverside Meadows - Vote by Mail		392	94	23.98		23										
D-OH A 5001		445	82	18.43		17										
D-OH A - Vote by Mail		445	126	28.31		31										
MB Challenge 5002		193	0	0.00		0										
MB Challenge - Vote by Mail		193	75	38.86		19										
MB Rackerby 5003		232	0	0.00		0										
MB Rackerby - Vote by Mail		232	99	42.67		22										
D-OH B 5004		856	121	14.14		35										
D-OH B - Vote by Mail		856	202	23.60		57										
Yuba Feather 5005		784	98	12.50		21										
Yuba Feather - Vote by Mail		784	249	31.76		67										
Johl Station 5006		699	74	10.59		13										
Johl Station - Vote by Mail		699	237	33.91		40										
Loma Rica A 5007		823	130	15.80		26										
Loma Rica A - Vote by Mail		823	232	28.19		40										
Loma Rica B 5008		739	147	19.89		22										
Loma Rica B - Vote by Mail		739	196	26.52		28										
Hallwood 5009		390	61	15.64		6										
Hallwood - Vote by Mail		390	84	21.54		9										
Calvary A 5010		871	136	15.61		24										
Calvary A - Vote by Mail		871	311	35.71		46										
Calvary B 5011		843	128	15.18		22										
Calvary B - Vote by Mail		843	281	33.33		57										
Bible Baptist 5012		608	75	12.34		10										
Bible Baptist - Vote by Mail		608	141	23.19		30										
MB Goldfields 5013		197	0	0.00		0										
MB Goldfields - Vote by Mail		197	84	42.64		15										
Camptonville 5014		396	27	6.82		16										
Camptonville - Vote by Mail		396	141	35.61		45										
Precinct Totals		28977	3614	12.47		890										
Vote by Mail Totals		28977	6785	23.42		1603										
Grand Totals		28977	10399	35.89		2493										
3RD CONGRESSIONAL		28977	10399	35.89		2493										
4TH SENATE		28977	10399	35.89		2493										
3RD ASSEMBLY		28977	10399	35.89		2493										
1ST EQUALIZATION		28977	10399	35.89		2493										
SUPERVISOR - 1ST		4575	1270	27.76		333										
SUPERVISOR - 2ND		5768	2025	35.11		584										
SUPERVISOR - 3RD		5261	1673	31.80		416										
SUPERVISOR - 4TH		5297	1894	35.76		442										
SUPERVISOR - 5TH		8076	3537	43.80		718										
YUBA COUNTY		28977	10399	35.89		2493										
CITY OF MARYSVILLE		5015	1847	36.83		543										
CITY OF WHEATLAND		1630	596	36.56		138										
UNINCORPORATED		22332	7956	35.63		1812										

June 5,2012

YUB\_20120605\_E

300010		REPUBLICAN PRESIDENTIAL PREFERENCE REPUBLICAN														
	Registration	Ballots Cast	Turnout (%)		NEWT GINGRICH	MITT ROMNEY	CHARLES E. "BUDDY" ROEMER, III	FRED KARGER	RICK SANTORUM	RON PAUL						
New Life 1001	825	76	9.21		0	20	0	0	2	4						
New Life - Vote by Mail	825	132	16.00		0	50	1	0	3	7						
Edgewater A 1002	608	65	10.69		1	25	0	0	2	2						
Edgewater A - Vote by Mail	608	121	19.90		1	46	0	1	3	3						
FRC A 1003	694	51	7.35		1	13	0	2	3	1						
FRC A - Vote by Mail	694	117	16.86		3	44	1	1	4	4						
FRC B 1004	520	41	7.88		0	14	0	0	1	3						
FRC B - Vote by Mail	520	72	13.85		0	19	0	0	4	3						
FRC C 1005	596	35	5.87		1	11	0	1	1	4						
FRC C - Vote by Mail	596	108	18.12		3	44	3	2	4	3						
FRC D 1006	637	60	9.42		2	18	0	2	1	1						
FRC D - Vote by Mail	637	173	27.16		4	71	0	0	3	6						
Edgewater B 1007	695	82	11.80		0	43	0	0	2	3						
Edgewater B - Vote by Mail	695	137	19.71		1	58	1	0	5	8						
Word of Life A 2001	763	129	16.91		2	40	2	1	8	6						
Word of Life A - Vote by Mail	763	202	26.47		3	87	1	1	5	3						
First Pres A 2002	411	73	17.76		1	36	0	0	1	3						
First Pres A - Vote by Mail	411	127	30.90		1	50	1	0	2	3						
First Pres B 2003	638	117	18.34		2	49	0	1	1	10						
First Pres B - Vote by Mail	638	161	25.24		1	68	1	0	5	5						
Allyn Scott Ctr 2004	652	79	12.12		4	27	0	0	3	1						
Allyn Scott Ctr - Vote by Mail	652	159	24.39		3	77	0	1	7	6						
Government Ctr 2005	837	107	12.78		3	35	0	0	3	5						
Government Ctr - Vote by Mail	837	141	16.85		3	36	1	1	3	1						
Cedar Lane 2006	753	62	8.23		0	17	0	1	0	3						
Cedar Lane - Vote by Mail	753	116	15.41		3	40	1	1	1	1						
One Stop 2007	836	92	11.00		0	33	0	0	2	6						
One Stop - Vote by Mail	836	176	21.05		1	53	1	0	4	6						
Word of Life B 2008	878	81	9.23		4	17	0	0	2	4						
Word of Life B - Vote by Mail	878	203	23.12		4	66	0	2	4	6						
OPUD 3001	800	118	14.75		1	24	0	0	3	6						
OPUD - Vote by Mail	800	107	13.38		0	34	0	0	1	1						
Olivehurst Com Ctr 3002	727	88	12.10		0	18	2	0	1	2						
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		1	30	0	0	0	4						
Johnson Park 3003	903	128	14.17		2	31	0	1	0	10						
Johnson Park - Vote by Mail	903	160	17.72		5	43	2	0	5	8						
Airport 3004	883	136	15.40		1	40	0	0	2	3						
Airport - Vote by Mail	883	136	15.40		2	38	0	0	2	5						
Dan Ave A 3005	713	114	15.99		3	37	0	1	3	6						
Dan Ave A - Vote by Mail	713	126	17.67		0	47	0	0	3	0						
Dan Ave B 3006	689	64	9.29		0	27	0	0	3	4						
Dan Ave B - Vote by Mail	689	162	23.51		2	67	1	0	3	5						
MB Rosser 3007	77	0	0.00		0	0	0	0	0	0						
MB Rosser - Vote by Mail	77	35	45.45		0	20	0	0	1	0						
Arboga School 3008	469	81	17.27		2	32	0	0	2	5						
Arboga School - Vote by Mail	469	123	26.23		0	53	1	0	2	6						
Cobblestone 4001	788	76	9.64		1	35	0	0	4	4						
Cobblestone - Vote by Mail	788	166	21.07		4	51	1	0	4	4						
Rio Del Oro A 4002	785	85	10.83		1	37	0	0	1	6						
Rio Del Oro A - Vote by Mail	785	161	20.51		0	60	0	0	3	10						
Rio Del Oro B 4003	667	72	10.79		1	33	0	1	2	6						
Rio Del Oro B - Vote by Mail	667	179	26.84		1	73	1	0	1	5						
MB Smartsville 4004	151	0	0.00		0	0	0	0	0	0						
MB Smartsville - Vote by Mail	151	51	33.77		4	23	2	0	1	6						
MB Beale 4005	118	0	0.00		0	0	0	0	0	0						
MB Beale - Vote by Mail	118	11	9.32		0	3	0	0	0	2						
Wheatland A 4006	817	112	13.71		5	47	0	0	3	9						
Wheatland A - Vote by Mail	817	180	22.03		3	74	0	1	3	6						
Wheatland B 4007	813	126	15.50		3	52	0	0	0	6						
Wheatland B - Vote by Mail	813	178	21.89		5	74	0	0	3	7						
Wheatland C 4008	766	136	17.75		0	75	0	0	2	6						

June 5,2012

YUB\_20120605\_E

300010	REPUBLICAN PRESIDENTIAL PREFERENCE REPUBLICAN														
	Registration	Ballots Cast	Turnout (%)		NEWT GINGRICH	MITT ROMNEY	CHARLES E. "BUDDY" ROEMER, III	FRED KARGER	RICK SANTORUM	RON PAUL					
Wheatland C - Vote by Mail	766	218	28.46		4	98	1	0	2	12					
Riverside Meadows 4009	392	49	12.50		1	19	0	0	2	1					
Riverside Meadows - Vote by Mail	392	94	23.98		2	38	0	0	3	2					
D-OH A 5001	445	82	18.43		2	25	1	1	0	6					
D-OH A - Vote by Mail	445	126	28.31		4	40	0	0	4	3					
MB Challenge 5002	193	0	0.00		0	0	0	0	0	0					
MB Challenge - Vote by Mail	193	75	38.86		2	29	0	0	2	1					
MB Rackerby 5003	232	0	0.00		0	0	0	0	0	0					
MB Rackerby - Vote by Mail	232	99	42.67		2	34	0	0	2	8					
D-OH B 5004	856	121	14.14		0	43	0	0	1	9					
D-OH B - Vote by Mail	856	202	23.60		0	72	0	0	2	8					
Yuba Feather 5005	784	98	12.50		4	44	1	1	2	2					
Yuba Feather - Vote by Mail	784	249	31.76		1	111	0	0	2	12					
Johl Station 5006	699	74	10.59		3	38	0	0	1	3					
Johl Station - Vote by Mail	699	237	33.91		4	116	0	0	8	9					
Loma Rica A 5007	823	130	15.80		3	63	0	0	4	7					
Loma Rica A - Vote by Mail	823	232	28.19		3	109	0	0	9	10					
Loma Rica B 5008	739	147	19.89		4	86	0	1	4	6					
Loma Rica B - Vote by Mail	739	196	26.52		3	95	0	0	5	8					
Hallwood 5009	390	61	15.64		5	34	0	0	3	3					
Hallwood - Vote by Mail	390	84	21.54		3	41	0	0	3	0					
Calvary A 5010	871	136	15.61		3	69	0	0	3	9					
Calvary A - Vote by Mail	871	311	35.71		6	158	2	0	16	9					
Calvary B 5011	843	128	15.18		4	65	0	0	2	6					
Calvary B - Vote by Mail	843	281	33.33		1	132	1	0	6	10					
Bible Baptist 5012	608	75	12.34		1	35	0	0	3	6					
Bible Baptist - Vote by Mail	608	141	23.19		3	55	1	0	5	4					
MB Goldfields 5013	197	0	0.00		0	0	0	0	0	0					
MB Goldfields - Vote by Mail	197	84	42.64		2	32	0	0	1	4					
Camptonville 5014	396	27	6.82		1	3	0	0	0	1					
Camptonville - Vote by Mail	396	141	35.61		3	45	0	0	2	8					
Precinct Totals	28977	3614	12.47		72	1410	6	14	83	188					
Vote by Mail Totals	28977	6785	23.42		101	2704	25	11	161	242					
Grand Totals	28977	10399	35.89		173	4114	31	25	244	430					
3RD CONGRESSIONAL	28977	10399	35.89		173	4114	31	25	244	430					
4TH SENATE	28977	10399	35.89		173	4114	31	25	244	430					
3RD ASSEMBLY	28977	10399	35.89		173	4114	31	25	244	430					
1ST EQUALIZATION	28977	10399	35.89		173	4114	31	25	244	430					
SUPERVISOR - 1ST	4575	1270	27.76		17	476	6	9	38	52					
SUPERVISOR - 2ND	5768	2025	35.11		35	731	8	9	51	69					
SUPERVISOR - 3RD	5261	1673	31.80		19	541	6	2	31	65					
SUPERVISOR - 4TH	5297	1894	35.76		35	792	5	2	34	92					
SUPERVISOR - 5TH	8076	3537	43.80		67	1574	6	3	90	152					
YUBA COUNTY	28977	10399	35.89		173	4114	31	25	244	430					
CITY OF MARYSVILLE	5015	1847	36.83		32	674	7	7	50	65					
CITY OF WHEATLAND	1630	596	36.56		16	247	0	1	9	28					
UNINCORPORATED	22332	7956	35.63		125	3193	24	17	185	337					

June 5,2012

YUB\_20120605\_E

400011	AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE AMERICAN INDEPENDENT														
	Registration	Ballots Cast	Turnout (%)		EDWARD C. NOONAN	MAD MAX RIEKE	LAURIE ROTH								
New Life 1001	825	76	9.21		4	1	2								
New Life - Vote by Mail	825	132	16.00		0	1	0								
Edgewater A 1002	608	65	10.69		0	0	0								
Edgewater A - Vote by Mail	608	121	19.90		1	0	0								
FRC A 1003	694	51	7.35		0	0	0								
FRC A - Vote by Mail	694	117	16.86		2	0	0								
FRC B 1004	520	41	7.88		0	0	0								
FRC B - Vote by Mail	520	72	13.85		0	0	0								
FRC C 1005	596	35	5.87		0	0	0								
FRC C - Vote by Mail	596	108	18.12		0	0	0								
FRC D 1006	637	60	9.42		0	0	0								
FRC D - Vote by Mail	637	173	27.16		2	2	1								
Edgewater B 1007	695	82	11.80		0	0	2								
Edgewater B - Vote by Mail	695	137	19.71		1	2	0								
Word of Life A 2001	763	129	16.91		1	0	0								
Word of Life A - Vote by Mail	763	202	26.47		3	0	1								
First Pres A 2002	411	73	17.76		1	0	1								
First Pres A - Vote by Mail	411	127	30.90		0	0	1								
First Pres B 2003	638	117	18.34		1	0	0								
First Pres B - Vote by Mail	638	161	25.24		0	0	1								
Allyn Scott Ctr 2004	652	79	12.12		1	0	1								
Allyn Scott Ctr - Vote by Mail	652	159	24.39		0	0	0								
Government Ctr 2005	837	107	12.78		0	1	0								
Government Ctr - Vote by Mail	837	141	16.85		1	1	0								
Cedar Lane 2006	753	62	8.23		2	0	0								
Cedar Lane - Vote by Mail	753	116	15.41		2	1	0								
One Stop 2007	836	92	11.00		1	1	0								
One Stop - Vote by Mail	836	176	21.05		0	0	2								
Word of Life B 2008	878	81	9.23		0	0	0								
Word of Life B - Vote by Mail	878	203	23.12		0	0	0								
OPUD 3001	800	118	14.75		1	0	0								
OPUD - Vote by Mail	800	107	13.38		1	0	2								
Olivehurst Com Ctr 3002	727	88	12.10		0	0	1								
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		0	0	0								
Johnson Park 3003	903	128	14.17		0	1	0								
Johnson Park - Vote by Mail	903	160	17.72		0	0	2								
Airport 3004	883	136	15.40		4	1	2								
Airport - Vote by Mail	883	136	15.40		0	1	1								
Dan Ave A 3005	713	114	15.99		2	1	0								
Dan Ave A - Vote by Mail	713	126	17.67		0	0	1								
Dan Ave B 3006	689	64	9.29		0	0	0								
Dan Ave B - Vote by Mail	689	162	23.51		0	0	2								
MB Rosser 3007	77	0	0.00		0	0	0								
MB Rosser - Vote by Mail	77	35	45.45		0	0	0								
Arboga School 3008	469	81	17.27		1	0	1								
Arboga School - Vote by Mail	469	123	26.23		2	2	3								
Cobblestone 4001	788	76	9.64		1	0	2								
Cobblestone - Vote by Mail	788	166	21.07		2	1	0								
Rio Del Oro A 4002	785	85	10.83		0	0	1								
Rio Del Oro A - Vote by Mail	785	161	20.51		0	0	0								
Rio Del Oro B 4003	667	72	10.79		0	0	1								
Rio Del Oro B - Vote by Mail	667	179	26.84		1	0	1								
MB Smartsville 4004	151	0	0.00		0	0	0								
MB Smartsville - Vote by Mail	151	51	33.77		0	0	0								
MB Beale 4005	118	0	0.00		0	0	0								
MB Beale - Vote by Mail	118	11	9.32		0	0	0								
Wheatland A 4006	817	112	13.71		2	1	0								
Wheatland A - Vote by Mail	817	180	22.03		0	0	3								
Wheatland B 4007	813	126	15.50		1	0	1								
Wheatland B - Vote by Mail	813	178	21.89		0	0	0								
Wheatland C 4008	766	136	17.75		3	1	0								

June 5,2012

YUB\_20120605\_E

400011	AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE AMERICAN INDEPENDENT														
	Registration	Ballots Cast	Turnout (%)		EDWARD C. NOONAN	MAK MAX RIESE	LAURIE ROTH								
Wheatland C - Vote by Mail	766	218	28.46		4	0	0								
Riverside Meadows 4009	392	49	12.50		0	0	0								
Riverside Meadows - Vote by Mail	392	94	23.98		0	0	0								
D-OH A 5001	445	82	18.43		2	0	1								
D-OH A - Vote by Mail	445	126	28.31		0	2	1								
MB Challenge 5002	193	0	0.00		0	0	0								
MB Challenge - Vote by Mail	193	75	38.86		0	0	0								
MB Rackerby 5003	232	0	0.00		0	0	0								
MB Rackerby - Vote by Mail	232	99	42.67		1	0	1								
D-OH B 5004	856	121	14.14		0	0	1								
D-OH B - Vote by Mail	856	202	23.60		0	2	0								
Yuba Feather 5005	784	98	12.50		1	0	2								
Yuba Feather - Vote by Mail	784	249	31.76		2	1	1								
Johl Station 5006	699	74	10.59		0	0	0								
Johl Station - Vote by Mail	699	237	33.91		1	0	0								
Loma Rica A 5007	823	130	15.80		1	1	1								
Loma Rica A - Vote by Mail	823	232	28.19		0	0	1								
Loma Rica B 5008	739	147	19.89		0	1	1								
Loma Rica B - Vote by Mail	739	196	26.52		0	0	0								
Hallwood 5009	390	61	15.64		0	0	2								
Hallwood - Vote by Mail	390	84	21.54		0	1	0								
Calvary A 5010	871	136	15.61		1	0	1								
Calvary A - Vote by Mail	871	311	35.71		0	1	1								
Calvary B 5011	843	128	15.18		2	0	0								
Calvary B - Vote by Mail	843	281	33.33		1	0	1								
Bible Baptist 5012	608	75	12.34		3	1	1								
Bible Baptist - Vote by Mail	608	141	23.19		1	1	0								
MB Goldfields 5013	197	0	0.00		0	0	0								
MB Goldfields - Vote by Mail	197	84	42.64		0	1	1								
Camptonville 5014	396	27	6.82		0	0	0								
Camptonville - Vote by Mail	396	141	35.61		0	0	1								
Precinct Totals	28977	3614	12.47		36	11	25								
Vote by Mail Totals	28977	6785	23.42		28	20	29								
Grand Totals	28977	10399	35.89		64	31	54								
3RD CONGRESSIONAL	28977	10399	35.89		64	31	54								
4TH SENATE	28977	10399	35.89		64	31	54								
3RD ASSEMBLY	28977	10399	35.89		64	31	54								
1ST EQUALIZATION	28977	10399	35.89		64	31	54								
SUPERVISOR - 1ST	4575	1270	27.76		10	6	5								
SUPERVISOR - 2ND	5768	2025	35.11		13	4	7								
SUPERVISOR - 3RD	5261	1673	31.80		11	6	15								
SUPERVISOR - 4TH	5297	1894	35.76		14	3	9								
SUPERVISOR - 5TH	8076	3537	43.80		16	12	18								
YUBA COUNTY	28977	10399	35.89		64	31	54								
CITY OF MARYSVILLE	5015	1847	36.83		9	3	7								
CITY OF WHEATLAND	1630	596	36.56		3	1	4								
UNINCORPORATED	22332	7956	35.63		52	27	43								



**June 5, 2012**

**YUBA COUNTY Statement of Vote**

**YUB 20120605\_E**

500012	GREEN RESIDENTIAL PREFERENCE GREEN															
	Registration	Ballots Cast	Turnout (%)		JILL STEIN	KENT MESPLAY	ROSEANNE BARR									
Wheatland C - Vote by Mail	766	218	28.46		0	0	1									
Riverside Meadows 4009	392	49	12.50		0	0	0									
Riverside Meadows - Vote by Mail	392	94	23.98		0	0	0									
D-OH A 5001	445	82	18.43		0	0	0									
D-OH A - Vote by Mail	445	126	28.31		0	0	1									
MB Challenge 5002	193	0	0.00		0	0	0									
MB Challenge - Vote by Mail	193	75	38.86		0	0	0									
MB Rackerby 5003	232	0	0.00		0	0	0									
MB Rackerby - Vote by Mail	232	99	42.67		0	0	0									
D-OH B 5004	856	121	14.14		0	0	1									
D-OH B - Vote by Mail	856	202	23.60		0	0	0									
Yuba Feather 5005	784	98	12.50		0	0	0									
Yuba Feather - Vote by Mail	784	249	31.76		1	0	1									
Johl Station 5006	699	74	10.59		0	0	0									
Johl Station - Vote by Mail	699	237	33.91		0	0	2									
Loma Rica A 5007	823	130	15.80		0	0	0									
Loma Rica A - Vote by Mail	823	232	28.19		0	0	0									
Loma Rica B 5008	739	147	19.89		0	0	0									
Loma Rica B - Vote by Mail	739	196	26.52		0	0	0									
Hallwood 5009	390	61	15.64		0	0	0									
Hallwood - Vote by Mail	390	84	21.54		1	0	0									
Calvary A 5010	871	136	15.61		1	0	1									
Calvary A - Vote by Mail	871	311	35.71		0	0	1									
Calvary B 5011	843	128	15.18		2	0	0									
Calvary B - Vote by Mail	843	281	33.33		0	0	0									
Bible Baptist 5012	608	75	12.34		0	0	0									
Bible Baptist - Vote by Mail	608	141	23.19		0	0	0									
MB Goldfields 5013	197	0	0.00		0	0	0									
MB Goldfields - Vote by Mail	197	84	42.64		0	0	0									
Camptonville 5014	396	27	6.82		2	0	0									
Camptonville - Vote by Mail	396	141	35.61		0	0	1									
Precinct Totals	28977	3614	12.47		7	1	5									
Vote by Mail Totals	28977	6785	23.42		4	0	10									
Grand Totals	28977	10399	35.89		11	1	15									
3RD CONGRESSIONAL	28977	10399	35.89		11	1	15									
4TH SENATE	28977	10399	35.89		11	1	15									
3RD ASSEMBLY	28977	10399	35.89		11	1	15									
1ST EQUALIZATION	28977	10399	35.89		11	1	15									
SUPERVISOR - 1ST	4575	1270	27.76		3	0	1									
SUPERVISOR - 2ND	5768	2025	35.11		0	0	1									
SUPERVISOR - 3RD	5261	1673	31.80		0	1	1									
SUPERVISOR - 4TH	5297	1894	35.76		1	0	4									
SUPERVISOR - 5TH	8076	3537	43.80		7	0	8									
YUBA COUNTY	28977	10399	35.89		11	1	15									
CITY OF MARYSVILLE	5015	1847	36.83		0	0	1									
CITY OF WHEATLAND	1630	596	36.56		1	0	0									
UNINCORPORATED	22332	7956	35.63		10	1	14									



**YUB 20120605 E**

600013	LIBERTARIAN PRESIDENTIAL PREFERENCE LIBERTARIAN															
	Registration	Ballots Cast	Turnout (%)		BARBARA JOY WAYMIRE	LEE WRIGHTS	ROGER GARY	JAMES OGLE	SCOTT KELLER	BILL STILL	GARY JOHNSON	R.J. HARRIS	CARL PERSON			
New Life 1001	825	76	9.21		0	0	0	0	0	0	0	0	0			
New Life - Vote by Mail	825	132	16.00		0	0	0	0	0	0	0	0	0			
Edgewater A 1002	608	65	10.69		0	0	0	0	0	0	0	0	0			
Edgewater A - Vote by Mail	608	121	19.90		0	0	0	0	0	0	0	0	0			
FRC A 1003	694	51	7.35		0	0	0	0	0	1	0	0	0			
FRC A - Vote by Mail	694	117	16.86		0	0	0	0	0	0	0	0	0			
FRC B 1004	520	41	7.88		0	0	0	0	0	0	0	0	0			
FRC B - Vote by Mail	520	72	13.85		0	0	0	0	0	0	0	0	0			
FRC C 1005	596	35	5.87		1	0	0	0	0	0	0	0	0			
FRC C - Vote by Mail	596	108	18.12		0	0	0	0	0	0	0	0	0			
FRC D 1006	637	60	9.42		0	0	0	0	0	0	0	0	0			
FRC D - Vote by Mail	637	173	27.16		0	0	0	0	0	0	0	0	0			
Edgewater B 1007	695	82	11.80		0	0	0	0	0	0	0	0	0			
Edgewater B - Vote by Mail	695	137	19.71		0	0	0	0	0	0	0	0	0			
Word of Life A 2001	763	129	16.91		0	0	0	0	0	0	0	0	0			
Word of Life A - Vote by Mail	763	202	26.47		0	0	0	0	0	0	2	0	0			
First Pres A 2002	411	73	17.76		0	0	0	0	0	0	0	0	0			
First Pres A - Vote by Mail	411	127	30.90		0	0	0	0	0	0	0	0	0			
First Pres B 2003	638	117	18.34		0	0	0	0	0	0	0	2	0			
First Pres B - Vote by Mail	638	161	25.24		0	0	0	0	0	0	1	0	0			
Allyn Scott Ctr 2004	652	79	12.12		0	0	0	0	0	0	0	0	0			
Allyn Scott Ctr - Vote by Mail	652	159	24.39		0	0	0	0	0	0	0	0	0			
Government Ctr 2005	837	107	12.78		0	0	0	0	0	0	0	1	0			
Government Ctr - Vote by Mail	837	141	16.85		0	0	0	0	0	0	0	0	0			
Cedar Lane 2006	753	62	8.23		0	1	0	0	0	0	1	0	0			
Cedar Lane - Vote by Mail	753	116	15.41		1	0	0	0	0	0	0	0	0			
One Stop 2007	836	92	11.00		0	0	0	0	0	0	0	0	0			
One Stop - Vote by Mail	836	176	21.05		0	0	0	0	0	0	0	0	0			
Word of Life B 2008	878	81	9.23		0	0	0	0	0	0	0	0	1			
Word of Life B - Vote by Mail	878	203	23.12		0	0	0	0	0	0	1	0	0			
OPUD 3001	800	118	14.75		0	0	0	0	0	0	0	0	0			
OPUD - Vote by Mail	800	107	13.38		0	0	0	0	0	0	0	0	0			
Olivehurst Com Ctr 3002	727	88	12.10		0	0	0	0	1	0	0	0	0			
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		0	0	0	0	0	0	0	0	0			
Johnson Park 3003	903	128	14.17		1	0	0	0	0	0	1	0	0			
Johnson Park - Vote by Mail	903	160	17.72		1	0	0	0	0	0	0	0	0			
Airport 3004	883	136	15.40		0	0	1	0	0	0	0	0	0			
Airport - Vote by Mail	883	136	15.40		0	0	0	0	0	0	0	0	0			
Dan Ave A 3005	713	114	15.99		0	0	0	0	0	0	0	0	0			
Dan Ave A - Vote by Mail	713	126	17.67		0	0	0	0	0	0	0	0	0			
Dan Ave B 3006	689	64	9.29		0	0	0	1	0	0	0	0	0			
Dan Ave B - Vote by Mail	689	162	23.51		0	1	0	0	0	0	0	0	0			
MB Rosser 3007	77	0	0.00		0	0	0	0	0	0	0	0	0			
MB Rosser - Vote by Mail	77	35	45.45		0	0	0	0	0	0	0	0	0			
Arboga School 3008	469	81	17.27		0	0	0	0	0	0	0	0	0			
Arboga School - Vote by Mail	469	123	26.23		0	0	0	0	0	0	0	0	0			
Cobblestone 4001	788	76	9.64		0	0	0	0	0	0	0	0	0			
Cobblestone - Vote by Mail	788	166	21.07		0	0	0	0	0	0	1	0	0			
Rio Del Oro A 4002	785	85	10.83		0	0	0	0	0	0	0	0	0			
Rio Del Oro A - Vote by Mail	785	161	20.51		0	0	0	0	0	0	0	0	0			
Rio Del Oro B 4003	667	72	10.79		0	0	0	0	0	0	1	0	0			
Rio Del Oro B - Vote by Mail	667	179	26.84		0	0	0	0	0	0	0	0	0			
MB Smartsville 4004	151	0	0.00		0	0	0	0	0	0	0	0	0			
MB Smartsville - Vote by Mail	151	51	33.77		0	0	0	0	0	0	0	0	0			
MB Beale 4005	118	0	0.00		0	0	0	0	0	0	0	0	0			
MB Beale - Vote by Mail	118	11	9.32		0	0	0	0	0	0	0	0	0			
Wheatland A 4006	817	112	13.71		0	0	0	0	0	0	1	0	0			
Wheatland A - Vote by Mail	817	180	22.03		0	0	0	0	0	0	0	0	0			
Wheatland B 4007	813	126	15.50		0	0	0	0	0	0	2	0	0			
Wheatland B - Vote by Mail	813	178	21.89		0	0	0	0	0	0	2	0	0			
Wheatland C 4008	766	136	17.75		0	0	0	0	0	0	0	0	0			

June 5, 2012

YUB\_20120605\_E

LIBERTARIAN PRESIDENTIAL PREFERENCE LIBERTARIAN																
600013																
	Registration	Ballots Cast	Turnout (%)		BARBARA JOY WAYMIRE	LEE WRIGHTS	ROGER GARY	JAMES OGLE	SCOTT KELLER	BILL STILL	GARY JOHNSON	R.J. HARRIS	CARL PERSON			
Wheatland C - Vote by Mail	766	218	28.46		0	0	0	0	0	0	0	0	0			
Riverside Meadows 4009	392	49	12.50		0	0	0	0	0	0	0	0	0			
Riverside Meadows - Vote by Mail	392	94	23.98		0	0	0	0	0	0	0	1	0			
D-OH A 5001	445	82	18.43		0	0	0	0	0	0	0	0	0			
D-OH A - Vote by Mail	445	126	28.31		0	0	0	0	0	0	0	0	0			
MB Challenge 5002	193	0	0.00		0	0	0	0	0	0	0	0	0			
MB Challenge - Vote by Mail	193	75	38.86		0	0	0	0	0	0	1	0	0			
MB Rackerby 5003	232	0	0.00		0	0	0	0	0	0	0	0	0			
MB Rackerby - Vote by Mail	232	99	42.67		0	0	0	0	0	0	0	0	0			
D-OH B 5004	856	121	14.14		0	0	0	0	1	0	1	0	0			
D-OH B - Vote by Mail	856	202	23.60		0	0	0	0	0	0	0	0	0			
Yuba Feather 5005	784	98	12.50		0	0	0	0	0	0	0	0	0			
Yuba Feather - Vote by Mail	784	249	31.76		0	0	0	0	0	0	1	0	0			
Johl Station 5006	699	74	10.59		0	0	0	0	0	0	2	0	0			
Johl Station - Vote by Mail	699	237	33.91		0	0	0	0	0	0	0	0	0			
Loma Rica A 5007	823	130	15.80		0	0	0	0	0	0	0	0	0			
Loma Rica A - Vote by Mail	823	232	28.19		1	0	0	0	0	0	2	0	0			
Loma Rica B 5008	739	147	19.89		0	0	0	0	0	0	1	0	0			
Loma Rica B - Vote by Mail	739	196	26.52		0	0	0	0	0	0	0	0	0			
Hallwood 5009	390	61	15.64		0	0	0	0	0	0	0	0	0			
Hallwood - Vote by Mail	390	84	21.54		0	0	0	0	0	0	0	0	0			
Calvary A 5010	871	136	15.61		0	0	0	0	0	0	0	0	0			
Calvary A - Vote by Mail	871	311	35.71		0	0	0	0	0	0	1	0	0			
Calvary B 5011	843	128	15.18		0	0	0	0	0	0	0	0	0			
Calvary B - Vote by Mail	843	281	33.33		0	0	0	1	0	0	0	0	0			
Bible Baptist 5012	608	75	12.34		0	0	0	0	0	0	0	0	0			
Bible Baptist - Vote by Mail	608	141	23.19		0	0	0	0	0	0	3	0	0			
MB Goldfields 5013	197	0	0.00		0	0	0	0	0	0	0	0	0			
MB Goldfields - Vote by Mail	197	84	42.64		0	0	0	0	0	0	0	0	0			
Camptonville 5014	396	27	6.82		0	0	0	0	0	0	0	0	0			
Camptonville - Vote by Mail	396	141	35.61		0	0	0	0	0	0	0	0	0			
Precinct Totals	28977	3614	12.47		2	1	1	1	2	1	10	3	1			
Vote by Mail Totals	28977	6785	23.42		3	1	0	1	0	0	15	1	0			
Grand Totals	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
3RD CONGRESSIONAL	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
4TH SENATE	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
3RD ASSEMBLY	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
1ST EQUALIZATION	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
SUPERVISOR - 1ST	4575	1270	27.76		1	0	0	0	0	1	0	0	0			
SUPERVISOR - 2ND	5768	2025	35.11		1	1	0	0	0	0	5	3	1			
SUPERVISOR - 3RD	5261	1673	31.80		2	1	1	1	1	0	1	0	0			
SUPERVISOR - 4TH	5297	1894	35.76		0	0	0	0	0	0	7	1	0			
SUPERVISOR - 5TH	8076	3537	43.80		1	0	0	1	1	0	12	0	0			
YUBA COUNTY	28977	10399	35.89		5	2	1	2	2	1	25	4	1			
CITY OF MARYSVILLE	5015	1847	36.83		0	0	0	0	0	0	4	3	1			
CITY OF WHEATLAND	1630	596	36.56		0	0	0	0	0	0	5	0	0			
UNINCORPORATED	22332	7956	35.63		5	2	1	2	2	1	16	1	0			

June 5,2012

YUB\_20120605\_E

PEACE AND FREEDOM PRESIDENTIAL PREFERENCE PEACE AND FREEDOM															
700014	Registration	Ballots Cast	Turnout (%)		ROSS C. "ROCKY" ANDERSON	STEWART ALEXANDER	STEPHEN DURHAM								
New Life 1001	825	76	9.21		0	0	0								
New Life - Vote by Mail	825	132	16.00		0	0	0								
Edgewater A 1002	608	65	10.69		0	0	0								
Edgewater A - Vote by Mail	608	121	19.90		0	0	0								
FRC A 1003	694	51	7.35		0	0	0								
FRC A - Vote by Mail	694	117	16.86		0	0	0								
FRC B 1004	520	41	7.88		0	0	0								
FRC B - Vote by Mail	520	72	13.85		0	0	0								
FRC C 1005	596	35	5.87		0	0	0								
FRC C - Vote by Mail	596	108	18.12		0	0	1								
FRC D 1006	637	60	9.42		0	0	0								
FRC D - Vote by Mail	637	173	27.16		1	0	0								
Edgewater B 1007	695	82	11.80		0	0	0								
Edgewater B - Vote by Mail	695	137	19.71		0	0	0								
Word of Life A 2001	763	129	16.91		2	0	0								
Word of Life A - Vote by Mail	763	202	26.47		0	0	1								
First Pres A 2002	411	73	17.76		0	0	0								
First Pres A - Vote by Mail	411	127	30.90		0	0	0								
First Pres B 2003	638	117	18.34		0	0	0								
First Pres B - Vote by Mail	638	161	25.24		0	0	0								
Allyn Scott Ctr 2004	652	79	12.12		0	0	0								
Allyn Scott Ctr - Vote by Mail	652	159	24.39		0	0	0								
Government Ctr 2005	837	107	12.78		0	0	0								
Government Ctr - Vote by Mail	837	141	16.85		0	0	0								
Cedar Lane 2006	753	62	8.23		0	0	0								
Cedar Lane - Vote by Mail	753	116	15.41		0	0	0								
One Stop 2007	836	92	11.00		0	0	0								
One Stop - Vote by Mail	836	176	21.05		0	0	0								
Word of Life B 2008	878	81	9.23		0	0	0								
Word of Life B - Vote by Mail	878	203	23.12		0	0	0								
OPUD 3001	800	118	14.75		0	0	0								
OPUD - Vote by Mail	800	107	13.38		0	0	0								
Olivehurst Com Ctr 3002	727	88	12.10		0	0	0								
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		0	0	0								
Johnson Park 3003	903	128	14.17		0	0	0								
Johnson Park - Vote by Mail	903	160	17.72		0	0	0								
Airport 3004	883	136	15.40		1	0	0								
Airport - Vote by Mail	883	136	15.40		0	0	0								
Dan Ave A 3005	713	114	15.99		0	0	0								
Dan Ave A - Vote by Mail	713	126	17.67		0	0	0								
Dan Ave B 3006	689	64	9.29		0	0	0								
Dan Ave B - Vote by Mail	689	162	23.51		0	0	0								
MB Rosser 3007	77	0	0.00		0	0	0								
MB Rosser - Vote by Mail	77	35	45.45		0	0	0								
Arboga School 3008	469	81	17.27		0	0	0								
Arboga School - Vote by Mail	469	123	26.23		0	0	0								
Cobblestone 4001	788	76	9.64		0	0	0								
Cobblestone - Vote by Mail	788	166	21.07		0	0	0								
Rio Del Oro A 4002	785	85	10.83		0	0	0								
Rio Del Oro A - Vote by Mail	785	161	20.51		0	0	0								
Rio Del Oro B 4003	667	72	10.79		0	0	0								
Rio Del Oro B - Vote by Mail	667	179	26.84		0	1	0								
MB Smartsville 4004	151	0	0.00		0	0	0								
MB Smartsville - Vote by Mail	151	51	33.77		0	0	0								
MB Beale 4005	118	0	0.00		0	0	0								
MB Beale - Vote by Mail	118	11	9.32		0	0	0								
Wheatland A 4006	817	112	13.71		0	0	0								
Wheatland A - Vote by Mail	817	180	22.03		0	0	0								
Wheatland B 4007	813	126	15.50		0	0	0								
Wheatland B - Vote by Mail	813	178	21.89		0	0	0								
Wheatland C 4008	766	136	17.75		0	0	0								

		PEACE AND FREEDOM PRESIDENTIAL PREFERENCE PEACE AND FREEDOM														
700014																
	Registration	Ballots Cast	Turnout (%)		ROSS C. "ROCKY" ANDERSON	STEWART ALEXANDER	STEPHEN DURHAM									
Wheatland C - Vote by Mail	766	218	28.46		0	0	0									
Riverside Meadows 4009	392	49	12.50		0	0	0									
Riverside Meadows - Vote by Mail	392	94	23.98		0	0	0									
D-OH A 5001	445	82	18.43		0	0	0									
D-OH A - Vote by Mail	445	126	28.31		0	0	0									
MB Challenge 5002	193	0	0.00		0	0	0									
MB Challenge - Vote by Mail	193	75	38.86		0	0	0									
MB Rackerby 5003	232	0	0.00		0	0	0									
MB Rackerby - Vote by Mail	232	99	42.67		0	0	0									
D-OH B 5004	856	121	14.14		0	0	0									
D-OH B - Vote by Mail	856	202	23.60		0	0	0									
Yuba Feather 5005	784	98	12.50		0	0	0									
Yuba Feather - Vote by Mail	784	249	31.76		0	0	0									
Johl Station 5006	699	74	10.59		0	0	0									
Johl Station - Vote by Mail	699	237	33.91		0	0	0									
Loma Rica A 5007	823	130	15.80		0	0	0									
Loma Rica A - Vote by Mail	823	232	28.19		0	0	0									
Loma Rica B 5008	739	147	19.89		0	1	0									
Loma Rica B - Vote by Mail	739	196	26.52		0	0	0									
Hallwood 5009	390	61	15.64		0	0	0									
Hallwood - Vote by Mail	390	84	21.54		0	0	0									
Calvary A 5010	871	136	15.61		0	0	0									
Calvary A - Vote by Mail	871	311	35.71		0	0	0									
Calvary B 5011	843	128	15.18		0	0	0									
Calvary B - Vote by Mail	843	281	33.33		0	0	1									
Bible Baptist 5012	608	75	12.34		0	0	0									
Bible Baptist - Vote by Mail	608	141	23.19		0	0	0									
MB Goldfields 5013	197	0	0.00		0	0	0									
MB Goldfields - Vote by Mail	197	84	42.64		0	0	0									
Camptonville 5014	396	27	6.82		0	0	0									
Camptonville - Vote by Mail	396	141	35.61		0	0	0									
Precinct Totals	28977	3614	12.47		3	1	0									
Vote by Mail Totals	28977	6785	23.42		1	1	3									
Grand Totals	28977	10399	35.89		4	2	3									
3RD CONGRESSIONAL	28977	10399	35.89		4	2	3									
4TH SENATE	28977	10399	35.89		4	2	3									
3RD ASSEMBLY	28977	10399	35.89		4	2	3									
1ST EQUALIZATION	28977	10399	35.89		4	2	3									
SUPERVISOR - 1ST	4575	1270	27.76		1	0	1									
SUPERVISOR - 2ND	5768	2025	35.11		2	0	1									
SUPERVISOR - 3RD	5261	1673	31.80		1	0	0									
SUPERVISOR - 4TH	5297	1894	35.76		0	1	0									
SUPERVISOR - 5TH	8076	3537	43.80		0	1	1									
YUBA COUNTY	28977	10399	35.89		4	2	3									
CITY OF MARYSVILLE	5015	1847	36.83		2	0	1									
CITY OF WHEATLAND	1630	596	36.56		0	0	0									
UNINCORPORATED	22332	7956	35.63		2	2	2									

June 5, 2012

YUB\_20120605\_E

100016	U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		KABIRUDDIN KARIM ALI	RICK WILLIAMS	ROGELIO T. GLORIA	DON J. GRUNDMANN	ROBERT LAUTEN	GAIL K. LIGHTFOOT	DAVID ALEX LEVITT	ORLY TAITZ	AL RAMIREZ	DIRK ALLEN KONOPIK	DONALD KRAMPE	MIKE STRIMLING
New Life 1001	825	76	9.21		1	6	3	1	4	6	4	0	1	0	1	3
New Life - Vote by Mail	825	132	16.00		0	17	3	2	0	3	10	5	4	2	1	5
Edgewater A 1002	608	65	10.69		0	3	6	0	1	2	7	0	2	2	0	2
Edgewater A - Vote by Mail	608	121	19.90		0	7	5	4	2	9	2	1	3	0	0	6
FRC A 1003	694	51	7.35		0	3	2	2	3	4	3	3	2	1	2	2
FRC A - Vote by Mail	694	117	16.86		0	13	0	4	0	4	3	1	4	1	0	7
FRC B 1004	520	41	7.88		0	1	0	0	2	2	1	0	0	0	1	2
FRC B - Vote by Mail	520	72	13.85		0	10	3	4	2	0	2	0	4	0	0	0
FRC C 1005	596	35	5.87		0	2	2	1	0	1	3	1	0	0	0	0
FRC C - Vote by Mail	596	108	18.12		0	12	3	4	0	1	3	2	7	1	2	1
FRC D 1006	637	60	9.42		0	8	2	0	2	0	3	6	1	1	3	2
FRC D - Vote by Mail	637	173	27.16		0	20	5	0	4	1	4	6	6	2	2	5
Edgewater B 1007	695	82	11.80		1	7	4	1	3	2	2	5	4	0	3	0
Edgewater B - Vote by Mail	695	137	19.71		0	11	2	3	0	9	3	3	4	0	0	4
Word of Life A 2001	763	129	16.91		0	12	2	4	1	3	6	5	5	2	0	5
Word of Life A - Vote by Mail	763	202	26.47		1	22	2	7	3	8	6	7	8	1	2	5
First Pres A 2002	411	73	17.76		0	8	1	2	5	0	2	5	4	0	1	2
First Pres A - Vote by Mail	411	127	30.90		1	13	5	2	4	8	2	4	9	0	0	2
First Pres B 2003	638	117	18.34		0	9	4	2	2	4	2	7	4	2	2	2
First Pres B - Vote by Mail	638	161	25.24		0	24	1	1	0	4	5	3	4	0	1	5
Allyn Scott Ctr 2004	652	79	12.12		0	5	4	3	1	2	0	9	3	0	0	0
Allyn Scott Ctr - Vote by Mail	652	159	24.39		0	25	1	1	1	3	1	5	8	0	1	2
Government Ctr 2005	837	107	12.78		0	8	1	3	3	2	2	1	2	5	0	6
Government Ctr - Vote by Mail	837	141	16.85		0	12	3	5	1	5	5	7	3	0	0	3
Cedar Lane 2006	753	62	8.23		0	3	3	2	0	6	6	1	3	1	1	1
Cedar Lane - Vote by Mail	753	116	15.41		1	8	2	7	0	9	3	9	4	1	1	4
One Stop 2007	836	92	11.00		0	5	2	0	0	8	4	4	1	0	0	2
One Stop - Vote by Mail	836	176	21.05		0	13	5	4	1	2	4	7	4	1	3	6
Word of Life B 2008	878	81	9.23		0	5	2	2	0	5	1	1	3	0	4	3
Word of Life B - Vote by Mail	878	203	23.12		0	26	2	8	5	8	3	8	3	0	1	8
OPUD 3001	800	118	14.75		0	11	5	4	1	5	3	0	7	0	0	5
OPUD - Vote by Mail	800	107	13.38		0	17	0	6	1	4	8	3	0	0	0	4
Olivehurst Com Ctr 3002	727	88	12.10		0	5	5	1	0	4	7	2	3	2	0	9
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		1	8	2	1	2	6	2	1	2	0	0	6
Johnson Park 3003	903	128	14.17		0	15	6	2	3	7	4	3	6	1	2	2
Johnson Park - Vote by Mail	903	160	17.72		0	18	1	2	7	7	9	4	3	0	1	6
Airport 3004	883	136	15.40		1	11	2	10	1	4	4	5	7	3	0	4
Airport - Vote by Mail	883	136	15.40		0	12	2	1	3	6	9	1	8	4	1	9
Dan Ave A 3005	713	114	15.99		0	8	8	4	6	7	2	1	5	0	2	2
Dan Ave A - Vote by Mail	713	126	17.67		0	10	1	0	2	2	1	2	7	1	0	5
Dan Ave B 3006	689	64	9.29		0	7	2	1	3	7	2	2	5	0	0	0
Dan Ave B - Vote by Mail	689	162	23.51		0	21	2	3	5	5	4	7	5	0	2	3
MB Rosser 3007	77	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Rosser - Vote by Mail	77	35	45.45		0	2	0	0	0	0	0	0	4	0	0	1
Arboga School 3008	469	81	17.27		0	11	5	1	1	3	1	3	3	0	1	2
Arboga School - Vote by Mail	469	123	26.23		0	9	4	2	4	6	6	5	5	1	0	7
Cobblestone 4001	788	76	9.64		0	4	4	2	2	4	0	3	1	0	0	0
Cobblestone - Vote by Mail	788	166	21.07		0	5	2	3	6	7	5	5	2	0	4	6
Rio Del Oro A 4002	785	85	10.83		0	7	4	2	1	3	3	9	3	1	0	1
Rio Del Oro A - Vote by Mail	785	161	20.51		0	8	2	1	2	7	1	3	4	2	1	2
Rio Del Oro B 4003	667	72	10.79		1	5	2	2	5	1	5	5	2	2	0	1
Rio Del Oro B - Vote by Mail	667	179	26.84		0	8	1	3	2	4	3	5	9	2	3	8
MB Smartsville 4004	151	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Smartsville - Vote by Mail	151	51	33.77		0	1	0	1	0	2	0	0	1	0	0	1
MB Beale 4005	118	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Beale - Vote by Mail	118	11	9.32		0	0	1	0	0	1	0	0	0	0	0	0
Wheatland A 4006	817	112	13.71		0	9	2	2	5	7	2	1	5	0	0	2
Wheatland A - Vote by Mail	817	180	22.03		0	18	6	4	2	5	0	3	4	4	2	2
Wheatland B 4007	813	126	15.50		1	14	5	4	1	11	0	3	2	0	0	4
Wheatland B - Vote by Mail	813	178	21.89		1	18	5	6	3	5	4	4	5	0	3	3
Wheatland C 4008	766	136	17.75		1	13	7	2	2	2	1	5	3	1	1	1

June 5,2012

YUB\_20120605\_E

100016	U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		KABIRUDDIN KARIM ALI	RICK WILLIAMS	ROGELIO T. GLORIA	DON J. GRUNDMANN	ROBERT LAUTEN	GAIL K. LIGHTFOOT	DAVID ALEX LEVITT	ORLY TAITZ	AL RAMIREZ	DIRK ALLEN KONOPIK	DONALD KRAMPE	MIKE STRIMLING
Wheatland C - Vote by Mail	766	218	28.46		1	25	3	6	4	6	4	5	6	0	1	6
Riverside Meadows 4009	392	49	12.50		0	2	1	0	1	2	1	3	2	1	0	1
Riverside Meadows - Vote by Mail	392	94	23.98		1	7	1	1	2	1	0	1	0	0	1	3
D-OH A 5001	445	82	18.43		0	11	4	3	7	5	1	0	4	1	0	3
D-OH A - Vote by Mail	445	126	28.31		0	8	1	2	2	3	1	3	2	2	0	4
MB Challenge 5002	193	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Challenge - Vote by Mail	193	75	38.86		0	5	0	4	3	3	5	4	2	2	1	0
MB Rackerby 5003	232	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Rackerby - Vote by Mail	232	99	42.67		0	4	0	1	0	1	3	5	8	2	0	7
D-OH B 5004	856	121	14.14		0	10	3	3	2	2	3	10	2	0	1	1
D-OH B - Vote by Mail	856	202	23.60		0	15	2	5	4	5	3	3	4	0	0	6
Yuba Feather 5005	784	98	12.50		0	11	2	6	1	2	1	3	9	2	2	5
Yuba Feather - Vote by Mail	784	249	31.76		0	30	3	1	4	9	7	17	15	3	1	5
Johl Station 5006	699	74	10.59		0	13	1	1	3	2	1	5	5	0	0	1
Johl Station - Vote by Mail	699	237	33.91		1	29	4	4	1	7	2	12	10	0	0	2
Loma Rica A 5007	823	130	15.80		0	12	3	3	6	5	1	4	7	4	1	3
Loma Rica A - Vote by Mail	823	232	28.19		0	21	2	3	8	2	3	9	5	3	0	6
Loma Rica B 5008	739	147	19.89		0	15	4	2	3	5	1	4	8	0	1	1
Loma Rica B - Vote by Mail	739	196	26.52		0	27	0	1	2	7	2	9	11	4	2	5
Hallwood 5009	390	61	15.64		0	5	3	2	4	3	0	0	0	3	0	0
Hallwood - Vote by Mail	390	84	21.54		0	14	2	3	1	2	1	0	1	2	1	2
Calvary A 5010	871	136	15.61		1	15	2	6	5	2	0	4	4	0	2	2
Calvary A - Vote by Mail	871	311	35.71		1	34	4	2	5	13	6	23	14	6	2	5
Calvary B 5011	843	128	15.18		0	18	0	4	1	3	0	6	4	0	1	0
Calvary B - Vote by Mail	843	281	33.33		0	30	7	5	4	4	3	19	14	0	0	7
Bible Baptist 5012	608	75	12.34		0	6	6	6	6	2	0	6	3	1	0	1
Bible Baptist - Vote by Mail	608	141	23.19		1	15	1	5	7	8	3	2	5	0	3	6
MB Goldfields 5013	197	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Goldfields - Vote by Mail	197	84	42.64		0	2	1	2	1	1	1	3	2	0	2	2
Camptonville 5014	396	27	6.82		0	0	0	1	0	0	0	0	0	0	0	0
Camptonville - Vote by Mail	396	141	35.61		1	8	1	2	3	1	4	3	8	0	0	3
Precinct Totals	28977	3614	12.47		7	323	124	97	97	145	89	135	135	36	32	83
Vote by Mail Totals	28977	6785	23.42		11	662	103	136	113	214	156	229	241	47	45	195
Grand Totals	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
3RD CONGRESSIONAL	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
4TH SENATE	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
3RD ASSEMBLY	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
1ST EQUALIZATION	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
SUPERVISOR - 1ST	4575	1270	27.76		2	120	40	26	23	44	50	33	42	10	15	39
SUPERVISOR - 2ND	5768	2025	35.11		3	198	40	53	27	77	52	83	68	13	17	56
SUPERVISOR - 3RD	5261	1673	31.80		2	165	45	38	39	73	62	39	70	12	9	65
SUPERVISOR - 4TH	5297	1894	35.76		6	144	46	39	38	68	29	55	49	13	16	41
SUPERVISOR - 5TH	8076	3537	43.80		5	358	56	77	83	97	52	154	147	35	20	77
YUBA COUNTY	28977	10399	35.89		18	985	227	233	210	359	245	364	376	83	77	278
CITY OF MARYSVILLE	5015	1847	36.83		2	187	35	44	27	62	43	73	61	11	15	51
CITY OF WHEATLAND	1630	596	36.56		2	59	18	16	11	28	6	11	16	4	5	11
UNINCORPORATED	22332	7956	35.63		14	739	174	173	172	269	196	280	299	68	57	216

June 5,2012

YUB\_20120605\_E

100016	U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		DIANE STEWART	NAK SHAH	NACHUM SHIFREN	DENNIS JACKSON	DAN HUGHES	GREG CONLON	JOHN BORUFF	OSCAR ALEJANDRO BRAUN	MARSHA FEINLAND	DIANNE FEINSTEIN	COLLEEN SHEA FERNALD	ELIZABETH EMKEN
New Life 1001	825	76	9.21		3	1	3	0	1	3	0	1	0	17	4	5
New Life - Vote by Mail	825	132	16.00		2	1	0	2	17	3	0	0	0	38	1	5
Edgewater A 1002	608	65	10.69		0	2	0	3	7	1	1	2	0	17	0	5
Edgewater A - Vote by Mail	608	121	19.90		2	0	0	3	14	5	0	0	1	34	4	8
FRC A 1003	694	51	7.35		1	0	0	0	2	1	0	0	1	11	0	4
FRC A - Vote by Mail	694	117	16.86		1	0	0	2	12	5	1	1	3	21	5	17
FRC B 1004	520	41	7.88		3	0	1	1	3	3	0	2	0	10	1	5
FRC B - Vote by Mail	520	72	13.85		2	1	0	3	3	0	2	1	0	24	2	5
FRC C 1005	596	35	5.87		1	0	1	3	3	4	0	1	1	5	2	0
FRC C - Vote by Mail	596	108	18.12		5	0	1	4	9	0	0	2	1	30	2	6
FRC D 1006	637	60	9.42		1	0	0	2	4	1	0	0	0	18	0	2
FRC D - Vote by Mail	637	173	27.16		6	0	0	6	14	6	0	1	2	50	1	15
Edgewater B 1007	695	82	11.80		1	0	1	1	11	2	0	1	0	15	0	15
Edgewater B - Vote by Mail	695	137	19.71		1	2	0	10	19	0	0	0	1	27	1	26
Word of Life A 2001	763	129	16.91		5	0	0	2	10	7	1	0	6	30	0	14
Word of Life A - Vote by Mail	763	202	26.47		4	0	0	5	22	5	0	6	0	53	1	18
First Pres A 2002	411	73	17.76		1	0	0	2	0	0	0	3	0	20	1	12
First Pres A - Vote by Mail	411	127	30.90		2	0	0	3	5	2	0	0	1	41	1	12
First Pres B 2003	638	117	18.34		5	1	1	4	13	2	0	1	1	29	0	10
First Pres B - Vote by Mail	638	161	25.24		3	0	0	5	21	3	0	0	0	32	0	30
Allyn Scott Ctr 2004	652	79	12.12		3	0	0	1	8	2	0	1	2	26	1	2
Allyn Scott Ctr - Vote by Mail	652	159	24.39		6	0	1	4	14	3	0	2	0	34	2	19
Government Ctr 2005	837	107	12.78		2	0	0	1	15	2	1	0	1	38	1	8
Government Ctr - Vote by Mail	837	141	16.85		5	0	0	2	9	1	0	0	2	60	0	6
Cedar Lane 2006	753	62	8.23		1	0	0	3	5	0	0	0	1	17	1	2
Cedar Lane - Vote by Mail	753	116	15.41		8	2	0	4	8	0	0	2	0	23	2	7
One Stop 2007	836	92	11.00		5	0	0	4	9	1	1	1	1	33	2	6
One Stop - Vote by Mail	836	176	21.05		2	3	1	3	10	2	1	1	1	61	8	12
Word of Life B 2008	878	81	9.23		1	0	0	2	8	2	0	0	0	24	1	5
Word of Life B - Vote by Mail	878	203	23.12		7	0	0	5	15	3	0	2	3	67	4	7
OPUD 3001	800	118	14.75		7	2	2	2	10	6	0	3	0	24	1	6
OPUD - Vote by Mail	800	107	13.38		4	0	0	1	9	0	0	2	1	29	1	7
Olivehurst Com Ctr 3002	727	88	12.10		1	0	0	3	4	0	0	2	0	25	2	4
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		3	0	0	1	6	1	0	2	4	27	5	11
Johnson Park 3003	903	128	14.17		5	1	1	2	9	1	2	0	3	27	0	16
Johnson Park - Vote by Mail	903	160	17.72		5	2	0	5	14	0	0	7	1	34	1	15
Airport 3004	883	136	15.40		2	1	0	5	12	2	0	2	3	32	2	10
Airport - Vote by Mail	883	136	15.40		4	1	0	0	14	6	1	2	0	28	3	12
Dan Ave A 3005	713	114	15.99		4	0	1	4	10	0	0	0	0	25	2	13
Dan Ave A - Vote by Mail	713	126	17.67		2	1	1	2	6	1	0	3	2	41	1	19
Dan Ave B 3006	689	64	9.29		3	1	0	1	11	0	0	0	1	11	0	4
Dan Ave B - Vote by Mail	689	162	23.51		2	0	0	4	21	1	0	0	1	38	2	22
MB Rosser 3007	77	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Rosser - Vote by Mail	77	35	45.45		0	0	0	1	6	0	0	3	0	8	0	4
Arboga School 3008	469	81	17.27		1	0	1	4	9	1	0	0	1	22	0	9
Arboga School - Vote by Mail	469	123	26.23		0	0	0	4	9	4	0	3	1	23	1	15
Cobblestone 4001	788	76	9.64		1	0	1	5	10	1	1	2	0	19	0	9
Cobblestone - Vote by Mail	788	166	21.07		3	0	0	3	17	4	0	0	2	51	7	19
Rio Del Oro A 4002	785	85	10.83		0	2	0	3	3	3	2	2	1	17	0	4
Rio Del Oro A - Vote by Mail	785	161	20.51		1	1	0	5	18	5	2	0	0	57	0	20
Rio Del Oro B 4003	667	72	10.79		2	0	0	1	5	2	0	3	0	13	2	9
Rio Del Oro B - Vote by Mail	667	179	26.84		3	1	0	7	25	3	2	2	2	49	4	21
MB Smartsville 4004	151	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Smartsville - Vote by Mail	151	51	33.77		1	0	0	2	16	2	0	0	0	9	0	9
MB Beale 4005	118	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Beale - Vote by Mail	118	11	9.32		1	0	0	0	0	0	0	0	0	1	0	2
Wheatland A 4006	817	112	13.71		2	0	0	5	14	3	4	3	0	25	1	7
Wheatland A - Vote by Mail	817	180	22.03		6	0	0	12	27	6	0	3	3	44	1	19
Wheatland B 4007	813	126	15.50		3	0	0	5	13	4	0	2	1	39	0	3
Wheatland B - Vote by Mail	813	178	21.89		4	1	0	10	19	1	0	2	1	48	4	11
Wheatland C 4008	766	136	17.75		1	0	0	4	23	9	1	3	0	32	2	9

June 5,2012

YUB\_20120605\_E

100016	U.S. SENATOR															
	Registration	Ballots Cast	Turnout (%)		DIANE STEWART	NAK SHAH	NACHUM SHIFREN	DENNIS JACKSON	DAN HUGHES	GREG CONLON	JOHN BORUFF	OSCAR ALEJANDRO BRAUN	MARSHA FEINLAND	DIANNE FEINSTEIN	COLLEEN SHEA FERNALD	ELIZABETH ENKEN
Wheatland C - Vote by Mail	766	218	28.46		5	1	0	5	31	8	0	11	3	48	1	17
Riverside Meadows 4009	392	49	12.50		1	0	0	1	5	0	0	0	2	18	0	6
Riverside Meadows - Vote by Mail	392	94	23.98		1	0	0	5	5	4	0	3	2	33	1	17
D-OH A 5001	445	82	18.43		1	0	0	2	10	1	0	1	2	18	1	4
D-OH A - Vote by Mail	445	126	28.31		2	1	0	3	11	2	2	4	0	46	1	18
MB Challenge 5002	193	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Challenge - Vote by Mail	193	75	38.86		1	2	0	0	8	1	0	0	1	15	1	9
MB Rackerby 5003	232	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Rackerby - Vote by Mail	232	99	42.67		3	0	0	3	18	1	0	4	2	21	0	6
D-OH B 5004	856	121	14.14		1	0	0	4	18	5	0	2	3	40	1	7
D-OH B - Vote by Mail	856	202	23.60		5	0	0	4	23	7	0	6	3	75	4	14
Yuba Feather 5005	784	98	12.50		1	0	1	1	9	7	1	7	0	19	0	6
Yuba Feather - Vote by Mail	784	249	31.76		2	0	0	5	32	3	2	2	1	67	3	7
Johl Station 5006	699	74	10.59		1	0	0	2	10	4	0	4	0	15	2	1
Johl Station - Vote by Mail	699	237	33.91		7	0	1	10	30	11	0	11	1	53	2	11
Loma Rica A 5007	823	130	15.80		3	0	0	7	25	3	0	5	1	22	0	12
Loma Rica A - Vote by Mail	823	232	28.19		5	0	0	6	27	6	0	13	0	39	2	36
Loma Rica B 5008	739	147	19.89		4	0	0	5	26	4	0	5	1	25	0	22
Loma Rica B - Vote by Mail	739	196	26.52		6	0	0	8	33	8	2	4	3	36	1	16
Hallwood 5009	390	61	15.64		0	0	0	1	12	3	1	7	0	5	1	6
Hallwood - Vote by Mail	390	84	21.54		2	0	2	3	6	3	0	5	0	16	0	5
Calvary A 5010	871	136	15.61		2	1	2	3	21	8	1	3	0	25	0	16
Calvary A - Vote by Mail	871	311	35.71		5	0	0	10	44	11	0	7	4	55	2	21
Calvary B 5011	843	128	15.18		1	0	0	5	17	10	2	3	0	30	0	13
Calvary B - Vote by Mail	843	281	33.33		5	0	0	12	29	7	5	13	1	67	2	28
Bible Baptist 5012	608	75	12.34		0	0	0	1	5	0	2	1	1	11	2	13
Bible Baptist - Vote by Mail	608	141	23.19		3	0	2	4	19	2	0	2	0	29	2	10
MB Goldfields 5013	197	0	0.00		0	0	0	0	0	0	0	0	0	0	0	0
MB Goldfields - Vote by Mail	197	84	42.64		1	0	0	3	23	6	0	4	2	20	0	3
Camptonville 5014	396	27	6.82		0	0	0	0	2	1	0	0	0	19	1	1
Camptonville - Vote by Mail	396	141	35.61		3	4	0	3	11	9	0	4	1	49	2	12
Precinct Totals	28977	3614	12.47		80	12	16	105	392	109	21	73	34	868	34	305
Vote by Mail Totals	28977	6785	23.42		151	24	9	202	749	161	20	140	57	1751	88	629
Grand Totals	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
3RD CONGRESSIONAL	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
4TH SENATE	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
3RD ASSEMBLY	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
1ST EQUALIZATION	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
SUPERVISOR - 1ST	4575	1270	27.76		29	7	7	40	119	34	4	12	10	317	23	118
SUPERVISOR - 2ND	5768	2025	35.11		60	6	3	50	172	35	4	19	19	588	25	170
SUPERVISOR - 3RD	5261	1673	31.80		43	9	6	39	150	23	3	29	18	394	21	167
SUPERVISOR - 4TH	5297	1894	35.76		35	6	1	73	231	55	12	36	17	503	23	182
SUPERVISOR - 5TH	8076	3537	43.80		64	8	8	105	469	123	18	117	27	817	30	297
YUBA COUNTY	28977	10399	35.89		231	36	25	307	1141	270	41	213	91	2619	122	934
CITY OF MARYSVILLE	5015	1847	36.83		51	4	3	43	159	35	4	17	18	548	22	161
CITY OF WHEATLAND	1630	596	36.56		15	1	0	32	73	14	4	10	5	156	6	40
UNINCORPORATED	22332	7956	35.63		165	31	22	232	909	221	33	186	68	1915	94	733



June 5,2012

YUB\_20120605\_E

100017	CONGRESS 3RD														
	Registration	Ballots Cast	Turnout (%)		KIM VANN	JOHN CARAMENDI	RICK TUBBS	EUGENE RAY	TONY CARLOS						
Wheatland C - Vote by Mail	766	218	28.46		82	72	26	6	14						
Riverside Meadows 4009	392	49	12.50		17	22	5	1	3						
Riverside Meadows - Vote by Mail	392	94	23.98		31	36	18	3	6						
D-OH A 5001	445	82	18.43		26	24	19	4	5						
D-OH A - Vote by Mail	445	126	28.31		22	61	25	2	10						
MB Challenge 5002	193	0	0.00		0	0	0	0	0						
MB Challenge - Vote by Mail	193	75	38.86		19	32	11	1	5						
MB Rackerby 5003	232	0	0.00		0	0	0	0	0						
MB Rackerby - Vote by Mail	232	99	42.67		30	40	20	1	5						
D-OH B 5004	856	121	14.14		35	56	14	2	10						
D-OH B - Vote by Mail	856	202	23.60		46	101	27	7	7						
Yuba Feather 5005	784	98	12.50		26	33	27	2	8						
Yuba Feather - Vote by Mail	784	249	31.76		53	99	66	4	7						
Johl Station 5006	699	74	10.59		31	18	14	2	8						
Johl Station - Vote by Mail	699	237	33.91		70	78	49	3	22						
Loma Rica A 5007	823	130	15.80		55	34	27	3	8						
Loma Rica A - Vote by Mail	823	232	28.19		82	69	53	2	15						
Loma Rica B 5008	739	147	19.89		58	32	30	2	14						
Loma Rica B - Vote by Mail	739	196	26.52		73	52	34	4	22						
Hallwood 5009	390	61	15.64		23	11	16	0	7						
Hallwood - Vote by Mail	390	84	21.54		33	28	12	0	5						
Calvary A 5010	871	136	15.61		53	41	22	5	11						
Calvary A - Vote by Mail	871	311	35.71		105	79	67	7	28						
Calvary B 5011	843	128	15.18		41	35	32	4	11						
Calvary B - Vote by Mail	843	281	33.33		69	93	91	6	10						
Bible Baptist 5012	608	75	12.34		23	16	23	1	7						
Bible Baptist - Vote by Mail	608	141	23.19		54	57	14	4	8						
MB Goldfields 5013	197	0	0.00		0	0	0	0	0						
MB Goldfields - Vote by Mail	197	84	42.64		22	28	17	4	3						
Camptonville 5014	396	27	6.82		3	20	0	2	0						
Camptonville - Vote by Mail	396	141	35.61		33	76	13	4	6						
Precinct Totals	28977	3614	12.47		1049	1354	630	112	273						
Vote by Mail Totals	28977	6785	23.42		1937	2637	1171	153	435						
Grand Totals	28977	10399	35.89		2986	3991	1801	265	708						
3RD CONGRESSIONAL	28977	10399	35.89		2986	3991	1801	265	708						
4TH SENATE	28977	10399	35.89		2986	3991	1801	265	708						
3RD ASSEMBLY	28977	10399	35.89		2986	3991	1801	265	708						
1ST EQUALIZATION	28977	10399	35.89		2986	3991	1801	265	708						
SUPERVISOR - 1ST	4575	1270	27.76		346	499	205	45	97						
SUPERVISOR - 2ND	5768	2025	35.11		490	897	312	52	140						
SUPERVISOR - 3RD	5261	1673	31.80		426	711	260	49	109						
SUPERVISOR - 4TH	5297	1894	35.76		639	671	301	43	120						
SUPERVISOR - 5TH	8076	3537	43.80		1085	1213	723	76	242						
YUBA COUNTY	28977	10399	35.89		2986	3991	1801	265	708						
CITY OF MARYSVILLE	5015	1847	36.83		446	820	284	42	133						
CITY OF WHEATLAND	1630	596	36.56		202	216	95	11	38						
UNINCORPORATED	22332	7956	35.63		2338	2955	1422	212	537						

June 5,2012

YUB\_20120605\_E

100017		CONGRESS 3RD														
	Registration	Ballots Cast	Turnout (%)		KIM VANN	JOHN GARAMENDI	RICK TUBBS	EUGENE RAY	TONY CARLOS							
New Life 1001	825	76	9.21		14	42	9	2	4							
New Life - Vote by Mail	825	132	16.00		33	57	16	5	9							
Edgewater A 1002	608	65	10.69		11	29	11	3	7							
Edgewater A - Vote by Mail	608	121	19.90		24	50	23	4	11							
FRC A 1003	694	51	7.35		9	24	9	2	5							
FRC A - Vote by Mail	694	117	16.86		46	40	16	3	6							
FRC B 1004	520	41	7.88		13	14	7	1	4							
FRC B - Vote by Mail	520	72	13.85		19	28	14	2	6							
FRC C 1005	596	35	5.87		9	15	5	1	3							
FRC C - Vote by Mail	596	108	18.12		29	40	16	6	11							
FRC D 1006	637	60	9.42		15	25	11	1	7							
FRC D - Vote by Mail	637	173	27.16		46	74	28	3	5							
Edgewater B 1007	695	82	11.80		28	21	21	2	7							
Edgewater B - Vote by Mail	695	137	19.71		50	40	19	10	12							
Word of Life A 2001	763	129	16.91		36	57	16	1	12							
Word of Life A - Vote by Mail	763	202	26.47		53	80	37	1	19							
First Pres A 2002	411	73	17.76		20	34	11	0	5							
First Pres A - Vote by Mail	411	127	30.90		37	55	16	3	7							
First Pres B 2003	638	117	18.34		26	41	23	5	10							
First Pres B - Vote by Mail	638	161	25.24		46	56	29	7	13							
Allyn Scott Ctr 2004	652	79	12.12		19	35	13	4	5							
Allyn Scott Ctr - Vote by Mail	652	159	24.39		48	61	19	3	13							
Government Ctr 2005	837	107	12.78		26	53	12	4	7							
Government Ctr - Vote by Mail	837	141	16.85		27	71	24	0	7							
Cedar Lane 2006	753	62	8.23		11	24	11	6	5							
Cedar Lane - Vote by Mail	753	116	15.41		33	53	17	4	2							
One Stop 2007	836	92	11.00		23	44	10	3	8							
One Stop - Vote by Mail	836	176	21.05		28	94	23	7	10							
Word of Life B 2008	878	81	9.23		12	35	19	2	7							
Word of Life B - Vote by Mail	878	203	23.12		45	104	32	2	10							
OPUD 3001	800	118	14.75		26	50	14	6	7							
OPUD - Vote by Mail	800	107	13.38		28	52	13	0	4							
Olivehurst Com Ctr 3002	727	88	12.10		14	54	12	5	3							
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		19	46	15	5	4							
Johnson Park 3003	903	128	14.17		30	57	12	7	12							
Johnson Park - Vote by Mail	903	160	17.72		37	62	26	2	15							
Airport 3004	883	136	15.40		27	63	21	3	7							
Airport - Vote by Mail	883	136	15.40		30	65	24	5	7							
Dan Ave A 3005	713	114	15.99		32	45	18	2	10							
Dan Ave A - Vote by Mail	713	126	17.67		35	56	19	2	10							
Dan Ave B 3006	689	64	9.29		21	20	12	3	3							
Dan Ave B - Vote by Mail	689	162	23.51		65	53	20	2	13							
MB Rosser 3007	77	0	0.00		0	0	0	0	0							
MB Rosser - Vote by Mail	77	35	45.45		8	13	7	1	3							
Arboga School 3008	469	81	17.27		18	27	25	3	5							
Arboga School - Vote by Mail	469	123	26.23		36	48	22	3	6							
Cobblestone 4001	788	76	9.64		27	26	11	2	6							
Cobblestone - Vote by Mail	788	166	21.07		47	72	29	2	9							
Rio Del Oro A 4002	785	85	10.83		22	27	15	3	10							
Rio Del Oro A - Vote by Mail	785	161	20.51		50	55	23	2	14							
Rio Del Oro B 4003	667	72	10.79		26	27	10	4	3							
Rio Del Oro B - Vote by Mail	667	179	26.84		54	69	32	2	11							
MB Smartsville 4004	151	0	0.00		0	0	0	0	0							
MB Smartsville - Vote by Mail	151	51	33.77		13	9	15	2	2							
MB Beale 4005	118	0	0.00		0	0	0	0	0							
MB Beale - Vote by Mail	118	11	9.32		2	4	1	0	0							
Wheatland A 4006	817	112	13.71		40	30	22	2	12							
Wheatland A - Vote by Mail	817	180	22.03		62	58	31	5	13							
Wheatland B 4007	813	126	15.50		37	57	20	2	3							
Wheatland B - Vote by Mail	813	178	21.89		63	71	22	2	10							
Wheatland C 4008	766	136	17.75		66	36	21	5	4							

June 5, 2012

YUB\_20120605\_E

100018	STATE ASSEMBLY DISTRICT 03														
	Registration	Ballots Cast	Turnout (%)		DAN LOGUE	BOB WILLIAMS	CHARLES ROUSE								
New Life 1001	825	76	9.21		37	10	28								
New Life - Vote by Mail	825	132	16.00		65	29	31								
Edgewater A 1002	608	65	10.69		31	6	21								
Edgewater A - Vote by Mail	608	121	19.90		39	35	43								
FRC A 1003	694	51	7.35		28	7	13								
FRC A - Vote by Mail	694	117	16.86		52	29	33								
FRC B 1004	520	41	7.88		20	8	10								
FRC B - Vote by Mail	520	72	13.85		28	18	24								
FRC C 1005	596	35	5.87		14	10	9								
FRC C - Vote by Mail	596	108	18.12		53	28	24								
FRC D 1006	637	60	9.42		31	13	15								
FRC D - Vote by Mail	637	173	27.16		82	39	45								
Edgewater B 1007	695	82	11.80		55	12	13								
Edgewater B - Vote by Mail	695	137	19.71		71	36	27								
Word of Life A 2001	763	129	16.91		61	14	49								
Word of Life A - Vote by Mail	763	202	26.47		103	37	55								
First Pres A 2002	411	73	17.76		44	10	18								
First Pres A - Vote by Mail	411	127	30.90		59	25	38								
First Pres B 2003	638	117	18.34		68	18	22								
First Pres B - Vote by Mail	638	161	25.24		88	40	29								
Allyn Scott Ctr 2004	652	79	12.12		37	17	21								
Allyn Scott Ctr - Vote by Mail	652	159	24.39		82	34	35								
Government Ctr 2005	837	107	12.78		40	22	39								
Government Ctr - Vote by Mail	837	141	16.85		52	23	59								
Cedar Lane 2006	753	62	8.23		35	8	14								
Cedar Lane - Vote by Mail	753	116	15.41		56	27	28								
One Stop 2007	836	92	11.00		41	15	32								
One Stop - Vote by Mail	836	176	21.05		68	34	66								
Word of Life B 2008	878	81	9.23		37	13	24								
Word of Life B - Vote by Mail	878	203	23.12		101	28	68								
OPUD 3001	800	118	14.75		52	20	34								
OPUD - Vote by Mail	800	107	13.38		41	25	36								
Olivehurst Com Ctr 3002	727	88	12.10		29	15	40								
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		41	20	31								
Johnson Park 3003	903	128	14.17		56	24	44								
Johnson Park - Vote by Mail	903	160	17.72		74	29	43								
Airport 3004	883	136	15.40		60	22	46								
Airport - Vote by Mail	883	136	15.40		52	33	46								
Dan Ave A 3005	713	114	15.99		58	23	28								
Dan Ave A - Vote by Mail	713	126	17.67		60	23	38								
Dan Ave B 3006	689	64	9.29		30	21	11								
Dan Ave B - Vote by Mail	689	162	23.51		86	37	35								
MB Rosser 3007	77	0	0.00		0	0	0								
MB Rosser - Vote by Mail	77	35	45.45		20	9	5								
Arboga School 3008	469	81	17.27		39	18	22								
Arboga School - Vote by Mail	469	123	26.23		68	24	24								
Cobblestone 4001	788	76	9.64		36	18	16								
Cobblestone - Vote by Mail	788	166	21.07		42	46	69								
Rio Del Oro A 4002	785	85	10.83		34	19	25								
Rio Del Oro A - Vote by Mail	785	161	20.51		76	32	42								
Rio Del Oro B 4003	667	72	10.79		33	15	23								
Rio Del Oro B - Vote by Mail	667	179	26.84		82	34	50								
MB Smartsville 4004	151	0	0.00		0	0	0								
MB Smartsville - Vote by Mail	151	51	33.77		27	13	9								
MB Beale 4005	118	0	0.00		0	0	0								
MB Beale - Vote by Mail	118	11	9.32		4	0	3								
Wheatland A 4006	817	112	13.71		61	25	22								
Wheatland A - Vote by Mail	817	180	22.03		85	42	44								
Wheatland B 4007	813	126	15.50		51	28	37								
Wheatland B - Vote by Mail	813	178	21.89		77	36	51								
Wheatland C 4008	766	136	17.75		73	35	22								

June 5,2012

YUB\_20120605\_E

100018	STATE ASSEMBLY DISTRICT 03														
	Registration	Ballots Cast	Turnout (%)		DAN LOGUE	BOB WILLIAMS	CHARLES ROUSE								
Wheatland C - Vote by Mail	766	218	28.46		91	63	45								
Riverside Meadows 4009	392	49	12.50		17	12	18								
Riverside Meadows - Vote by Mail	392	94	23.98		32	31	30								
D-OH A 5001	445	82	18.43		42	16	19								
D-OH A - Vote by Mail	445	126	28.31		60	14	47								
MB Challenge 5002	193	0	0.00		0	0	0								
MB Challenge - Vote by Mail	193	75	38.86		23	18	30								
MB Rackerby 5003	232	0	0.00		0	0	0								
MB Rackerby - Vote by Mail	232	99	42.67		53	15	27								
D-OH B 5004	856	121	14.14		61	11	45								
D-OH B - Vote by Mail	856	202	23.60		69	34	86								
Yuba Feather 5005	784	98	12.50		53	20	24								
Yuba Feather - Vote by Mail	784	249	31.76		124	47	68								
Johl Station 5006	699	74	10.59		40	19	12								
Johl Station - Vote by Mail	699	237	33.91		118	56	51								
Loma Rica A 5007	823	130	15.80		72	28	26								
Loma Rica A - Vote by Mail	823	232	28.19		122	63	38								
Loma Rica B 5008	739	147	19.89		85	32	26								
Loma Rica B - Vote by Mail	739	196	26.52		94	58	33								
Hallwood 5009	390	61	15.64		43	10	6								
Hallwood - Vote by Mail	390	84	21.54		43	20	16								
Calvary A 5010	871	136	15.61		83	25	24								
Calvary A - Vote by Mail	871	311	35.71		176	54	60								
Calvary B 5011	843	128	15.18		70	34	17								
Calvary B - Vote by Mail	843	281	33.33		151	52	67								
Bible Baptist 5012	608	75	12.34		47	11	13								
Bible Baptist - Vote by Mail	608	141	23.19		73	26	36								
MB Goldfields 5013	197	0	0.00		0	0	0								
MB Goldfields - Vote by Mail	197	84	42.64		33	28	19								
Camptonville 5014	396	27	6.82		0	3	21								
Camptonville - Vote by Mail	396	141	35.61		57	14	60								
Precinct Totals	28977	3614	12.47		1804	687	949								
Vote by Mail Totals	28977	6785	23.42		3153	1458	1844								
Grand Totals	28977	10399	35.89		4957	2145	2793								
3RD CONGRESSIONAL	28977	10399	35.89		4957	2145	2793								
4TH SENATE	28977	10399	35.89		4957	2145	2793								
3RD ASSEMBLY	28977	10399	35.89		4957	2145	2793								
1ST EQUALIZATION	28977	10399	35.89		4957	2145	2793								
SUPERVISOR - 1ST	4575	1270	27.76		606	280	336								
SUPERVISOR - 2ND	5768	2025	35.11		972	365	597								
SUPERVISOR - 3RD	5261	1673	31.80		766	343	483								
SUPERVISOR - 4TH	5297	1894	35.76		821	449	506								
SUPERVISOR - 5TH	8076	3537	43.80		1792	708	871								
YUBA COUNTY	28977	10399	35.89		4957	2145	2793								
CITY OF MARYSVILLE	5015	1847	36.83		881	330	555								
CITY OF WHEATLAND	1630	596	36.56		274	131	154								
UNINCORPORATED	22332	7956	35.63		3802	1684	2084								

June 5,2012

YUB\_20120605\_E

100019	SUPERIOR COURT OFFICE NO. 1														
	Registration	Ballots Cast	Turnout (%)		BENJAMIN WIRTSCHAFER	COURTNEY MCALISTER	JULIUS M. ENGEL								
New Life 1001	825	76	9.21		34	22	8								
New Life - Vote by Mail	825	132	16.00		65	47	9								
Edgewater A 1002	608	65	10.69		35	22	4								
Edgewater A - Vote by Mail	608	121	19.90		63	42	7								
FRC A 1003	694	51	7.35		27	17	4								
FRC A - Vote by Mail	694	117	16.86		53	44	14								
FRC B 1004	520	41	7.88		25	8	6								
FRC B - Vote by Mail	520	72	13.85		41	17	6								
FRC C 1005	596	35	5.87		20	10	3								
FRC C - Vote by Mail	596	108	18.12		57	30	14								
FRC D 1006	637	60	9.42		43	13	2								
FRC D - Vote by Mail	637	173	27.16		75	71	16								
Edgewater B 1007	695	82	11.80		27	50	3								
Edgewater B - Vote by Mail	695	137	19.71		61	58	5								
Word of Life A 2001	763	129	16.91		77	40	5								
Word of Life A - Vote by Mail	763	202	26.47		119	63	9								
First Pres A 2002	411	73	17.76		54	16	3								
First Pres A - Vote by Mail	411	127	30.90		90	21	5								
First Pres B 2003	638	117	18.34		72	29	5								
First Pres B - Vote by Mail	638	161	25.24		88	57	12								
Allyn Scott Ctr 2004	652	79	12.12		46	23	2								
Allyn Scott Ctr - Vote by Mail	652	159	24.39		97	43	6								
Government Ctr 2005	837	107	12.78		70	23	8								
Government Ctr - Vote by Mail	837	141	16.85		77	40	15								
Cedar Lane 2006	753	62	8.23		30	19	8								
Cedar Lane - Vote by Mail	753	116	15.41		48	37	22								
One Stop 2007	836	92	11.00		61	18	8								
One Stop - Vote by Mail	836	176	21.05		111	35	12								
Word of Life B 2008	878	81	9.23		42	26	6								
Word of Life B - Vote by Mail	878	203	23.12		131	51	6								
OPUD 3001	800	118	14.75		73	26	10								
OPUD - Vote by Mail	800	107	13.38		66	25	7								
Olivehurst Com Ctr 3002	727	88	12.10		57	18	10								
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		59	21	11								
Johnson Park 3003	903	128	14.17		76	35	12								
Johnson Park - Vote by Mail	903	160	17.72		107	26	14								
Airport 3004	883	136	15.40		78	40	7								
Airport - Vote by Mail	883	136	15.40		73	42	11								
Dan Ave A 3005	713	114	15.99		65	32	5								
Dan Ave A - Vote by Mail	713	126	17.67		70	39	6								
Dan Ave B 3006	689	64	9.29		39	11	9								
Dan Ave B - Vote by Mail	689	162	23.51		88	50	16								
MB Rosser 3007	77	0	0.00		0	0	0								
MB Rosser - Vote by Mail	77	35	45.45		21	7	4								
Arboga School 3008	469	81	17.27		38	29	12								
Arboga School - Vote by Mail	469	123	26.23		66	29	12								
Cobblestone 4001	788	76	9.64		29	26	13								
Cobblestone - Vote by Mail	788	166	21.07		69	68	18								
Rio Del Oro A 4002	785	85	10.83		29	40	10								
Rio Del Oro A - Vote by Mail	785	161	20.51		74	55	15								
Rio Del Oro B 4003	667	72	10.79		40	25	6								
Rio Del Oro B - Vote by Mail	667	179	26.84		84	66	15								
MB Smartsville 4004	151	0	0.00		0	0	0								
MB Smartsville - Vote by Mail	151	51	33.77		16	16	6								
MB Beale 4005	118	0	0.00		0	0	0								
MB Beale - Vote by Mail	118	11	9.32		5	3	0								
Wheatland A 4006	817	112	13.71		63	28	10								
Wheatland A - Vote by Mail	817	180	22.03		84	77	13								
Wheatland B 4007	813	126	15.50		83	27	3								
Wheatland B - Vote by Mail	813	178	21.89		89	64	9								
Wheatland C 4008	766	136	17.75		71	46	9								

June 5,2012

YUB\_20120605\_E

100019	SUPERIOR COURT OFFICE NO. 1														
	Registration	Ballots Cast	Turnout (%)		BENJAMIN WIRTSCHAFTER	COURTNEY MCAULISTER	JULIUS M. ENGEL								
Wheatland C - Vote by Mail	766	218	28.46		105	64	21								
Riverside Meadows 4009	392	49	12.50		20	24	2								
Riverside Meadows - Vote by Mail	392	94	23.98		44	32	13								
D-OH A 5001	445	82	18.43		48	20	9								
D-OH A - Vote by Mail	445	126	28.31		63	34	16								
MB Challenge 5002	193	0	0.00		0	0	0								
MB Challenge - Vote by Mail	193	75	38.86		32	19	18								
MB Rackerby 5003	232	0	0.00		0	0	0								
MB Rackerby - Vote by Mail	232	99	42.67		44	26	21								
D-OH B 5004	856	121	14.14		51	51	7								
D-OH B - Vote by Mail	856	202	23.60		101	59	13								
Yuba Feather 5005	784	98	12.50		49	40	6								
Yuba Feather - Vote by Mail	784	249	31.76		111	94	17								
Johl Station 5006	699	74	10.59		31	28	9								
Johl Station - Vote by Mail	699	237	33.91		127	60	16								
Loma Rica A 5007	823	130	15.80		76	31	15								
Loma Rica A - Vote by Mail	823	232	28.19		124	76	17								
Loma Rica B 5008	739	147	19.89		70	46	14								
Loma Rica B - Vote by Mail	739	196	26.52		101	51	22								
Hallwood 5009	390	61	15.64		35	19	4								
Hallwood - Vote by Mail	390	84	21.54		32	30	9								
Calvary A 5010	871	136	15.61		59	54	12								
Calvary A - Vote by Mail	871	311	35.71		139	104	34								
Calvary B 5011	843	128	15.18		56	48	14								
Calvary B - Vote by Mail	843	281	33.33		132	89	27								
Bible Baptist 5012	608	75	12.34		32	21	16								
Bible Baptist - Vote by Mail	608	141	23.19		69	47	16								
MB Goldfields 5013	197	0	0.00		0	0	0								
MB Goldfields - Vote by Mail	197	84	42.64		46	22	11								
Camptonville 5014	396	27	6.82		16	4	3								
Camptonville - Vote by Mail	396	141	35.61		76	37	12								
Precinct Totals	28977	3614	12.47		1947	1105	302								
Vote by Mail Totals	28977	6785	23.42		3493	2088	598								
Grand Totals	28977	10399	35.89		5440	3193	900								
3RD CONGRESSIONAL	28977	10399	35.89		5440	3193	900								
4TH SENATE	28977	10399	35.89		5440	3193	900								
3RD ASSEMBLY	28977	10399	35.89		5440	3193	900								
1ST EQUALIZATION	28977	10399	35.89		5440	3193	900								
SUPERVISOR - 1ST	4575	1270	27.76		626	451	101								
SUPERVISOR - 2ND	5768	2025	35.11		1213	541	132								
SUPERVISOR - 3RD	5261	1673	31.80		976	430	146								
SUPERVISOR - 4TH	5297	1894	35.76		905	661	163								
SUPERVISOR - 5TH	8076	3537	43.80		1720	1110	358								
YUBA COUNTY	28977	10399	35.89		5440	3193	900								
CITY OF MARYSVILLE	5015	1847	36.83		1135	485	102								
CITY OF WHEATLAND	1630	596	36.56		319	196	35								
UNINCORPORATED	22332	7956	35.63		3986	2512	763								

**June 5, 2012**

**YUBA COUNTY Statement of Vote**  
**YUB\_20120605\_E**

[illegible]

[illegible]





June 5, 2012

YUB\_20120605\_E

140023	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		28 YES	NO		29 YES	NO						
New Life 1001	825	76	9.21		38	37		18	56						
New Life - Vote by Mail	825	132	16.00		63	64		42	87						
Edgewater A 1002	608	65	10.69		35	30		29	36						
Edgewater A - Vote by Mail	608	121	19.90		76	44		48	73						
FRC A 1003	694	51	7.35		23	27		10	40						
FRC A - Vote by Mail	694	117	16.86		67	47		31	83						
FRC B 1004	520	41	7.88		21	17		12	27						
FRC B - Vote by Mail	520	72	13.85		41	29		20	51						
FRC C 1005	596	35	5.87		21	14		10	25						
FRC C - Vote by Mail	596	108	18.12		65	40		42	65						
FRC D 1006	637	60	9.42		33	25		29	31						
FRC D - Vote by Mail	637	173	27.16		90	78		52	117						
Edgewater B 1007	695	82	11.80		41	37		27	52						
Edgewater B - Vote by Mail	695	137	19.71		76	59		51	84						
Word of Life A 2001	763	129	16.91		49	78		29	97						
Word of Life A - Vote by Mail	763	202	26.47		102	97		55	144						
First Pres A 2002	411	73	17.76		30	42		22	51						
First Pres A - Vote by Mail	411	127	30.90		70	53		48	76						
First Pres B 2003	638	117	18.34		52	60		42	72						
First Pres B - Vote by Mail	638	161	25.24		88	69		50	107						
Allyn Scott Ctr 2004	652	79	12.12		34	42		23	53						
Allyn Scott Ctr - Vote by Mail	652	159	24.39		87	68		56	102						
Government Ctr 2005	837	107	12.78		58	46		32	74						
Government Ctr - Vote by Mail	837	141	16.85		94	45		51	88						
Cedar Lane 2006	753	62	8.23		36	25		21	40						
Cedar Lane - Vote by Mail	753	116	15.41		70	43		38	76						
One Stop 2007	836	92	11.00		42	49		21	70						
One Stop - Vote by Mail	836	176	21.05		112	58		75	96						
Word of Life B 2008	878	81	9.23		43	32		30	46						
Word of Life B - Vote by Mail	878	203	23.12		129	70		66	135						
OPUD 3001	800	118	14.75		55	55		28	82						
OPUD - Vote by Mail	800	107	13.38		58	46		26	78						
Olivehurst Com Ctr 3002	727	88	12.10		39	48		21	66						
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		63	31		25	68						
Johnson Park 3003	903	128	14.17		64	60		22	104						
Johnson Park - Vote by Mail	903	160	17.72		86	65		47	108						
Airport 3004	883	136	15.40		64	67		31	102						
Airport - Vote by Mail	883	136	15.40		75	57		50	83						
Dan Ave A 3005	713	114	15.99		55	55		29	83						
Dan Ave A - Vote by Mail	713	126	17.67		75	48		40	85						
Dan Ave B 3006	689	64	9.29		23	40		16	46						
Dan Ave B - Vote by Mail	689	162	23.51		88	74		36	126						
MB Rosser 3007	77	0	0.00		0	0		0	0						
MB Rosser - Vote by Mail	77	35	45.45		15	18		7	28						
Arboga School 3008	469	81	17.27		35	45		18	63						
Arboga School - Vote by Mail	469	123	26.23		72	47		36	83						
Cobblestone 4001	788	76	9.64		34	40		28	47						
Cobblestone - Vote by Mail	788	166	21.07		85	75		68	94						
Rio Del Oro A 4002	785	85	10.83		46	37		31	53						
Rio Del Oro A - Vote by Mail	785	161	20.51		90	68		60	100						
Rio Del Oro B 4003	667	72	10.79		38	34		25	47						
Rio Del Oro B - Vote by Mail	667	179	26.84		98	76		67	108						
MB Smartsville 4004	151	0	0.00		0	0		0	0						
MB Smartsville - Vote by Mail	151	51	33.77		22	29		9	42						
MB Beale 4005	118	0	0.00		0	0		0	0						
MB Beale - Vote by Mail	118	11	9.32		10	0		9	1						
Wheatland A 4006	817	112	13.71		54	56		39	73						
Wheatland A - Vote by Mail	817	180	22.03		107	72		58	120						
Wheatland B 4007	813	126	15.50		56	66		43	81						
Wheatland B - Vote by Mail	813	178	21.89		109	61		56	116						
Wheatland C 4008	766	136	17.75		51	80		40	92						

June 5,2012

YUB\_20120605\_E

140023	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		28 YES	NO		29 YES	NO						
Wheatland C - Vote by Mail	766	218	28.46		110	101		56	157						
Riverside Meadows 4009	392	49	12.50		19	30		19	30						
Riverside Meadows - Vote by Mail	392	94	23.98		51	43		41	53						
D-OH A 5001	445	82	18.43		37	41		22	58						
D-OH A - Vote by Mail	445	126	28.31		75	46		42	84						
MB Challenge 5002	193	0	0.00		0	0		0	0						
MB Challenge - Vote by Mail	193	75	38.86		44	30		17	56						
MB Rackerby 5003	232	0	0.00		0	0		0	0						
MB Rackerby - Vote by Mail	232	99	42.67		48	50		19	79						
D-OH B 5004	856	121	14.14		53	63		41	80						
D-OH B - Vote by Mail	856	202	23.60		109	83		86	113						
Yuba Feather 5005	784	98	12.50		37	60		29	69						
Yuba Feather - Vote by Mail	784	249	31.76		137	106		74	172						
Johl Station 5006	699	74	10.59		34	38		24	49						
Johl Station - Vote by Mail	699	237	33.91		137	96		68	166						
Loma Rica A 5007	823	130	15.80		46	81		28	97						
Loma Rica A - Vote by Mail	823	232	28.19		113	116		49	182						
Loma Rica B 5008	739	147	19.89		56	87		35	110						
Loma Rica B - Vote by Mail	739	196	26.52		95	98		47	146						
Hallwood 5009	390	61	15.64		20	41		17	44						
Hallwood - Vote by Mail	390	84	21.54		46	35		26	56						
Calvary A 5010	871	136	15.61		52	80		37	98						
Calvary A - Vote by Mail	871	311	35.71		159	138		89	210						
Calvary B 5011	843	128	15.18		52	74		36	90						
Calvary B - Vote by Mail	843	281	33.33		160	115		93	187						
Bible Baptist 5012	608	75	12.34		29	46		9	65						
Bible Baptist - Vote by Mail	608	141	23.19		77	61		42	97						
MB Goldfields 5013	197	0	0.00		0	0		0	0						
MB Goldfields - Vote by Mail	197	84	42.64		52	28		21	63						
Camptonville 5014	396	27	6.82		16	9		15	12						
Camptonville - Vote by Mail	396	141	35.61		75	59		48	91						
Precinct Totals	28977	3614	12.47		1621	1894		1038	2511						
Vote by Mail Totals	28977	6785	23.42		3771	2836		2137	4536						
Grand Totals	28977	10399	35.89		5392	4730		3175	7047						
3RD CONGRESSIONAL	28977	10399	35.89		5392	4730		3175	7047						
4TH SENATE	28977	10399	35.89		5392	4730		3175	7047						
3RD ASSEMBLY	28977	10399	35.89		5392	4730		3175	7047						
1ST EQUALIZATION	28977	10399	35.89		5392	4730		3175	7047						
SUPERVISOR - 1ST	4575	1270	27.76		690	548		421	827						
SUPERVISOR - 2ND	5768	2025	35.11		1096	877		659	1327						
SUPERVISOR - 3RD	5261	1673	31.80		867	756		432	1205						
SUPERVISOR - 4TH	5297	1894	35.76		980	868		649	1214						
SUPERVISOR - 5TH	8076	3537	43.80		1759	1681		1014	2474						
YUBA COUNTY	28977	10399	35.89		5392	4730		3175	7047						
CITY OF MARYSVILLE	5015	1847	36.83		990	809		600	1211						
CITY OF WHEATLAND	1630	596	36.56		326	255		196	390						
UNINCORPORATED	22332	7956	35.63		4076	3666		2379	5446						

June 5, 2012

YUB\_20120605\_E

140023	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		28 YES	NO		29 YES	NO						
New Life 1001	825	76	9.21		38	37		18	56						
New Life - Vote by Mail	825	132	16.00		63	64		42	87						
Edgewater A 1002	608	65	10.69		35	30		29	36						
Edgewater A - Vote by Mail	608	121	19.90		76	44		48	73						
FRC A 1003	694	51	7.35		23	27		10	40						
FRC A - Vote by Mail	694	117	16.86		67	47		31	83						
FRC B 1004	520	41	7.88		21	17		12	27						
FRC B - Vote by Mail	520	72	13.85		41	29		20	51						
FRC C 1005	596	35	5.87		21	14		10	25						
FRC C - Vote by Mail	596	108	18.12		65	40		42	65						
FRC D 1006	637	60	9.42		33	25		29	31						
FRC D - Vote by Mail	637	173	27.16		90	78		52	117						
Edgewater B 1007	695	82	11.80		41	37		27	52						
Edgewater B - Vote by Mail	695	137	19.71		76	59		51	84						
Word of Life A 2001	763	129	16.91		49	78		29	97						
Word of Life A - Vote by Mail	763	202	26.47		102	97		55	144						
First Pres A 2002	411	73	17.76		30	42		22	51						
First Pres A - Vote by Mail	411	127	30.90		70	53		48	76						
First Pres B 2003	638	117	18.34		52	60		42	72						
First Pres B - Vote by Mail	638	161	25.24		88	69		50	107						
Allyn Scott Ctr 2004	652	79	12.12		34	42		23	53						
Allyn Scott Ctr - Vote by Mail	652	159	24.39		87	68		56	102						
Government Ctr 2005	837	107	12.78		58	46		32	74						
Government Ctr - Vote by Mail	837	141	16.85		94	45		51	88						
Cedar Lane 2006	753	62	8.23		36	25		21	40						
Cedar Lane - Vote by Mail	753	116	15.41		70	43		38	76						
One Stop 2007	836	92	11.00		42	49		21	70						
One Stop - Vote by Mail	836	176	21.05		112	58		75	96						
Word of Life B 2008	878	81	9.23		43	32		30	46						
Word of Life B - Vote by Mail	878	203	23.12		129	70		66	135						
OPUD 3001	800	118	14.75		55	55		28	82						
OPUD - Vote by Mail	800	107	13.38		58	46		26	78						
Olivehurst Com Ctr 3002	727	88	12.10		39	48		21	66						
Olivehurst Com Ctr - Vote by Mail	727	95	13.07		63	31		25	68						
Johnson Park 3003	903	128	14.17		64	60		22	104						
Johnson Park - Vote by Mail	903	160	17.72		86	65		47	108						
Airport 3004	883	136	15.40		64	67		31	102						
Airport - Vote by Mail	883	136	15.40		75	57		50	83						
Dan Ave A 3005	713	114	15.99		55	55		29	83						
Dan Ave A - Vote by Mail	713	126	17.67		75	48		40	85						
Dan Ave B 3006	689	64	9.29		23	40		16	46						
Dan Ave B - Vote by Mail	689	162	23.51		88	74		36	126						
MB Rosser 3007	77	0	0.00		0	0		0	0						
MB Rosser - Vote by Mail	77	35	45.45		15	18		7	28						
Arboga School 3008	469	81	17.27		35	45		18	63						
Arboga School - Vote by Mail	469	123	26.23		72	47		36	83						
Cobblestone 4001	788	76	9.64		34	40		28	47						
Cobblestone - Vote by Mail	788	166	21.07		85	75		68	94						
Rio Del Oro A 4002	785	85	10.83		46	37		31	53						
Rio Del Oro A - Vote by Mail	785	161	20.51		90	68		60	100						
Rio Del Oro B 4003	667	72	10.79		38	34		25	47						
Rio Del Oro B - Vote by Mail	667	179	26.84		98	76		67	108						
MB Smartsville 4004	151	0	0.00		0	0		0	0						
MB Smartsville - Vote by Mail	151	51	33.77		22	29		9	42						
MB Beale 4005	118	0	0.00		0	0		0	0						
MB Beale - Vote by Mail	118	11	9.32		10	0		9	1						
Wheatland A 4006	817	112	13.71		54	56		39	73						
Wheatland A - Vote by Mail	817	180	22.03		107	72		58	120						
Wheatland B 4007	813	126	15.50		56	66		43	81						
Wheatland B - Vote by Mail	813	178	21.89		109	61		56	116						
Wheatland C 4008	766	136	17.75		51	80		40	92						

June 5,2012

YUB\_20120605\_E

140023	CALIFORNIA														
	Registration	Ballots Cast	Turnout (%)		28 YES	NO		29 YES	NO						
Wheatland C - Vote by Mail	766	218	28.46		110	101		56	157						
Riverside Meadows 4009	392	49	12.50		19	30		19	30						
Riverside Meadows - Vote by Mail	392	94	23.98		51	43		41	53						
D-OH A 5001	445	82	18.43		37	41		22	58						
D-OH A - Vote by Mail	445	126	28.31		75	46		42	84						
MB Challenge 5002	193	0	0.00		0	0		0	0						
MB Challenge - Vote by Mail	193	75	38.86		44	30		17	56						
MB Rackerby 5003	232	0	0.00		0	0		0	0						
MB Rackerby - Vote by Mail	232	99	42.67		48	50		19	79						
D-OH B 5004	856	121	14.14		53	63		41	80						
D-OH B - Vote by Mail	856	202	23.60		109	83		86	113						
Yuba Feather 5005	784	98	12.50		37	60		29	69						
Yuba Feather - Vote by Mail	784	249	31.76		137	106		74	172						
Johl Station 5006	699	74	10.59		34	38		24	49						
Johl Station - Vote by Mail	699	237	33.91		137	96		68	166						
Loma Rica A 5007	823	130	15.80		46	81		28	97						
Loma Rica A - Vote by Mail	823	232	28.19		113	116		49	182						
Loma Rica B 5008	739	147	19.89		56	87		35	110						
Loma Rica B - Vote by Mail	739	196	26.52		95	98		47	146						
Halfwood 5009	390	61	15.64		20	41		17	44						
Halfwood - Vote by Mail	390	84	21.54		46	35		26	56						
Calvary A 5010	871	136	15.61		52	80		37	98						
Calvary A - Vote by Mail	871	311	35.71		159	138		89	210						
Calvary B 5011	843	128	15.18		52	74		36	90						
Calvary B - Vote by Mail	843	281	33.33		160	115		93	187						
Bible Baptist 5012	608	75	12.34		29	46		9	65						
Bible Baptist - Vote by Mail	608	141	23.19		77	61		42	97						
MB Goldfields 5013	197	0	0.00		0	0		0	0						
MB Goldfields - Vote by Mail	197	84	42.64		52	28		21	63						
Camptonville 5014	396	27	6.82		16	9		15	12						
Camptonville - Vote by Mail	396	141	35.61		75	59		48	91						
Precinct Totals	28977	3614	12.47		1621	1894		1038	2511						
Vote by Mail Totals	28977	6785	23.42		3771	2836		2137	4536						
Grand Totals	28977	10399	35.89		5392	4730		3175	7047						
3RD CONGRESSIONAL	28977	10399	35.89		5392	4730		3175	7047						
4TH SENATE	28977	10399	35.89		5392	4730		3175	7047						
3RD ASSEMBLY	28977	10399	35.89		5392	4730		3175	7047						
1ST EQUALIZATION	28977	10399	35.89		5392	4730		3175	7047						
SUPERVISOR - 1ST	4575	1270	27.76		690	548		421	827						
SUPERVISOR - 2ND	5768	2025	35.11		1096	877		659	1327						
SUPERVISOR - 3RD	5261	1673	31.80		867	756		432	1205						
SUPERVISOR - 4TH	5297	1894	35.76		980	868		649	1214						
SUPERVISOR - 5TH	8076	3537	43.80		1759	1681		1014	2474						
YUBA COUNTY	28977	10399	35.89		5392	4730		3175	7047						
CITY OF MARYSVILLE	5015	1847	36.83		990	809		600	1211						
CITY OF WHEATLAND	1630	596	36.56		326	255		196	390						
UNINCORPORATED	22332	7956	35.63		4076	3666		2379	5446						

County Vote Reporting Form  
Office of the Secretary of State  
June 5, 2012 – Presidential Primary Election  
Official Canvass of Votes for Qualified Write-In Candidates

County Name Yuba

Contact Name Donna Hillegass Contact Phone (530) 749-7852

**PLEASE RETURN NO LATER THAN JULY 6, 2012.**

As part of the Statement of Vote, we will need to report the total number of votes received for each qualified write-in candidate. If your Official Canvass does not provide a break-down of this information, please use this form to report the votes to the Secretary of State, Elections Division.

**All qualified write-in candidates are listed.**

**For each candidate, please indicate total number of votes, zero votes or N/A.**

**PRESIDENT OF THE UNITED STATES**

**PRESIDENT - Democratic**

MICHAEL W.R. MEYER, JR.	3
LUIS ALBERTO RAMOS, JR.	2
DARCY RICHARDSON	0

**PRESIDENT - Republican**

DONALD JAMES GONZALES	0
JEREMY HANNON	0
SHELDON YEU HOWARD	0

**PRESIDENT - American Independent**

ANDREW ABE DIAZ	0
RAYMOND DELMOND SMITH	0

**PRESIDENT - Peace and Freedom**

RONALD CLINTON FORBES	0
LEON LEO RAY	0
SHELLEY UPCHURCH	0

**VOTER-NOMINATED OFFICES**

**UNITED STATES SENATOR**

LINDA R. PRICE (Rep)	0
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**UNITED STATES REPRESENTATIVE DISTRICT 37**

MORGAN OSBORNE (Rep)	N/A
SEAN P. MC GARY (Lib)	N/A
ADAM SHBEITA (P&F)	N/A

**UNITED STATES REPRESENTATIVE DISTRICT 53**

JOHN R. EDWARDS (Rep)	N/A
JOEL A. MARCHESE (Rep)	N/A

**STATE SENATOR DISTRICT 3**

GARY CLIFT (Rep)	N/A
FRANK MIRANDA (Rep)	N/A

**STATE SENATOR DISTRICT 9**

LISA D. RINGER (Lib)	N/A
MARY CATHERINE MCILROY (P&F)	N/A

**STATE SENATOR DISTRICT 33**

LEE H. CHAUSER (P&F)	N/A
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**STATE ASSEMBLY MEMBER DISTRICT 15**

EUGENE RUYLE (P&F)	N/A
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**STATE ASSEMBLY MEMBER DISTRICT 31**

JAMES (JD) BENNETT (Rep)	N/A
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**STATE ASSEMBLY MEMBER DISTRICT 39**

KEVIN J. SUSCAVAGE (Dem)	N/A
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**STATE ASSEMBLY MEMBER DISTRICT 61**

THOMAS CARLOS KETCHAM (Rep)	N/A
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**Please return this document with your Official Canvass and Statement of Vote  
NO LATER THAN JULY 6, 2012.**

Jacob Corbin  
Secretary of State, Elections Division  
1500 11<sup>th</sup> Street, Fifth Floor  
Sacramento, CA 95814  
PHONE: (916) 657-2189  
FAX: (916) 651-6460  
Jacob.Corbin@sos.ca.gov

If you have any questions, please call me at the number listed above.

Thank You.

# The County of Yuba

ELECTIONS DIVISION

915 8<sup>th</sup> STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



Ms. Terry A. Hansen

(530) 749-7855

## HELP AMERICAN VOTE ACT OF 2002 CERTIFICATION OF ELECTIONS OFFICIAL


STATE OF CALIFORNIA }  
COUNTY OF YUBA } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483),

I, Terry A. Hansen, Registrar of Voters for the County of Yuba, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 5<sup>th</sup> day of June 2012 in the County of Yuba, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 14<sup>th</sup> day of June 2012 at the County of Yuba.



  
Terry A. Hansen, Registrar of Voters  
County of Yuba, State of California



# 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



268-12

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

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** July 10, 2012

**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 the MSSP grant for the period of July 1, 2012 through June 30, 2013, 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 Fiscal Year 2012/2013.

**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 will allow eligible frail and elderly clients to remain in their homes.

**COMMITTEE:** The Human Services Committee recommended approval on June 26, 2012.

**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, 2012 THROUGH )  
JUNE 30, 2013 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-1213-36) 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, 2012 through June 30, 2013; 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 \_\_\_\_\_, 2012, 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

Pat Gammone

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: Yuba County Health and Human Services	CONTRACT NUMBER: MS-1213-36
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<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: Pat Garamone

**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		94-6000549
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> 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: Pet Laramone

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

AGREEMENT NUMBER

**MS-1213-36**

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, 2012  
Through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 222,820.00**  
**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

AGING-MS-412

Exhibit E – Zipcodes

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.dls.dgs.ca.gov/Standard+Language](http://www.dls.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: 

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement Number MS-1213-36 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) 749-6371
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) 749-6471
Fax: (916) 928-2500	Fax: (530) 749-6244

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. "Subcontractor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement.
- G. "Vendor" means the entity hired by the Contractor to provide Waiver Services.
- H. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- I. 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.
- J. "Reimbursable item" also means "allowable cost" and "compensable item."
- K. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.
- L. "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.
- M. "HIPAA" means Health Insurance Portability and Accountability Act.
- N. "Client" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program."

**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 premature placement of frail older persons in nursing facilities
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 subcontractors/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 subcontractor/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
  - 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. The end-of-month client count consists of the number of clients actively enrolled in MSSP on the last (business) day of the reporting month. This does not include client cases closed (or terminated) during the reporting 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. 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 Program 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 encountered by the program
- (2) Frequency with which LEPs come in contact with the program
- (3) Nature and importance of the services provided
- (4) Local or frequently used resources available to the Contractor

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - (1) Methodologies used
  - (2) The linguistic and cultural needs of non-English or LEP groups
  - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all

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

times during the term of this Agreement (22 CCR 98310, 98313).

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

**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).
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)

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

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

**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.
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.



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

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

3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors/vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider
  - 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 subcontractor/vendor appeal and adjudication process. This process shall assure fair consideration and disposition of subcontractor/vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's subcontractor/vendor appeal and adjudication process must be included in all subcontractor/vendor contracts.
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.

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

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

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 subcontractor/vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
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. The 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. 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 the 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 the 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
- 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.

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

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

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

ARTICLE II. FUNDS (Continued)

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. 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. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
1. The 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.

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

ARTICLE II. FUNDS (Continued)

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

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

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

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

ARTICLE IV. DEFAULT PROVISIONS

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

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

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

ARTICLE IV. DEFAULT PROVISIONS (Continued)

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	12-Mar-12
Line #	Fiscal Year 2012-2013 ([29]+[62]+[63])						
<b>A. Care Management</b>							
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	SWCM	Serrano	\$63,436	0.000%	0.770	\$48,846	
2	PHN	Sasek	\$59,355	0.000%	0.500	\$29,678	
3			\$0	0.000%	1.000	\$0	
4			\$0	0.000%	1.000	\$0	
5			\$0	0.000%	1.000	\$0	
6			\$0	0.000%	1.000	\$0	
24			\$0	0.000%	1.000	\$0	
25			\$0	0.000%	1.000	\$0	
26			\$0	0.000%	1.000	\$0	
27	Subtotal Care Management Salaries						\$78,523
28	Care Management Benefits						\$26,928
29	Total Care Management			% Budget	47%	\$105,451	
<b>B. Care Management Support/Administration</b>							
<b>Salaries</b>							
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Administrator	Baker	\$107,736	0.000%	0.050	\$5,387	
31	SCM	McCleary	\$73,264	0.000%	0.150	\$10,990	
32	Clerical Support	Goss	\$42,954	0.000%	0.150	\$6,443	
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						\$22,820
43	CMS/Administration Benefits						\$6,474
44							
45	Total CMS/Administration Salaries						\$29,294
<b>Operating Costs</b>							
46	Communications, Postage, Reprographics						\$1,294
47	Consultation, Professional Services						\$507
48	Equipment Cost equal to or greater than \$500 per Unit						\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies						\$3,917
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities			
		\$2.02	540.00	\$1,012.00			
51	Insurance						\$999
52	Library Purchases, Membership Dues, Subscriptions						\$600
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						\$10,619
58	Base = Salaries & Benefits ([29]+[45])						\$134,745
59							\$0
60							\$0
61	Total CMS/Administration Operating Costs						\$32,370
62	Total CMS/Admin ([45]+[61])			% Budget	28%	\$61,664	
<b>C. Waived Services</b>							
63	Total Waived Services			% Budget	25%	\$55,705	
<b>D. Total Budget Amounts</b>							
64	Fiscal Year 2012-2013 ([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		Site Director		March 12, 2012	<input checked="" type="checkbox"/>		
Approved by:							
For CDA Use Only:		416412					

**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

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

- O. "ACS" means Affiliated Computer Services, Inc., the Medi-Cal fiscal intermediary.
- P. "OMB" means federal Office of Management and Budget.
- Q. Multipurpose Senior Services Program Medi-Cal Qualified.

AID PROGRAM DEFINITION  
CODE

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.   |

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

\*\*\*66 DISABLED Aid to the Disabled-Pickle Eligibles –  
Persons who meet the federal definition of disability  
and are covered by the provision of the Lynch v. Rank  
lawsuit. See aid code 16 for definition of Pickle  
Eligibles.

\*\*NOTE: This also includes persons who were discontinued from cash grant  
status due to the 20 percent Social Security increase under Public Law 32-336.  
These persons are eligible for Medi-Cal benefits as public assistance recipients  
in accordance with CCR, Title 22, Section 50247.

3. MEDICALLY NEEDY, NO SHARE OF COST

AID PROGRAM DEFINITION  
CODE

- |    |                 |   |
|----|-----------------|---|
| 14 | AGED-MN         | Aid to the Aged-Medically Needy –<br>Persons age 65 or older who do not wish or<br>are not eligible for a cash grant but are eligible<br>for Medi-Cal only. No share of cost required<br>of the beneficiaries.                                    |
| 24 | BLIND-MN        | Aid to the Blind-Medically Needy –<br>Persons who meet the federal definition of<br>disability and do not wish or are not eligible for<br>a cash grant, but are eligible for Medi-Cal only.<br>No share of cost required of the beneficiaries.    |
| 64 | DISABLED-<br>MN | Aid to the Disabled-Medically Needy – Persons who<br>meet the federal definition of disability and do not<br>wish or are not eligible for a cash grant, but are<br>eligible for Medi-Cal only. No Share of cost required<br>of the beneficiaries. |

4. MEDICALLY NEEDY, SHARE OF COST

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

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

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

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

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

6. INSTITUTIONAL DEEMING

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.

7. CONTINUED ELIGIBILITY – REDETERMINATION  
AID PROGRAM DEFINITION  
CODE

- |    |          |   |
|----|----------|---|
| 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. |

8. 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
  - 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:
  - i. The client is receiving Deinstitutional Care Management services, and the items are required to facilitate discharge from the institution to a community residence
  - ii. 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)
  - iii. In either circumstance, the following criteria must be met and documented in the case record:



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

- (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the client
    - (b). 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.
  - 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 subcontractors/vendors. In some cases of temporary need, the site may retain an outside subcontractor/vendor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site- Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/ paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.
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. **RESPIRE (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 older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

Escort services will be provided when necessary to assure the safe transport of the 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 purchased using waiver service funds, the following actions must occur and be documented in the client record:

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

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

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

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

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

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.

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.

- 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.



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

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

For non-English speaking 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 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:

- i. 24-hour answering/paging
- ii. Beepers
- iii. Medic-alert type bracelets/pendants,
- iv. Intercoms
- v. Life-lines
- vi. Wander-alerts
- vii. Monitoring services
- viii. Light fixture adaptations (blinking lights, etc.)
- ix. Telephone adaptive devices not available from the telephone company
- x. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the 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. Law, Policy and Procedure, Licenses, and Certificates

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

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

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

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion,

**ARTICLE II. ASSURANCES (Cont)**

age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).
4. The Contractor agrees to include these requirements in all vendor/subcontractor agreements it enters into with vendors/subcontractors to provide services pursuant to this Agreement.

**D. Standards of Work**

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

**E. Conflict of Interest**

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

**ARTICLE II. ASSURANCES (Cont)**

Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**G. Payroll Taxes and Deductions**

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

**H. Facility Construction or Repair**

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors/vendors:
  - a. Copeland "Anti-Kickback" Act (18 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)

ARTICLE II. ASSURANCES (Cont)

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).
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

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

ARTICLE II. ASSURANCES (Cont)

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.

M. Corporate Status

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

N. Lobbying Certification

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

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

ARTICLE II. ASSURANCES (Cont)

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
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services to 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

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

ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS

- A. The Contractor is responsible for carrying out the terms of the Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontractor/vendor agreements. The Contractor shall not delegate or

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

contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

- B. In the event any subcontractor/vendor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XXI, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontractor/vendor agreements for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State of California.
- E. Copies of subcontractor/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.
- F. The Contractor shall monitor the insurance requirements of its subcontractors/vendors in accordance with Article XII of this Exhibit D, Section E.
- G. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor/vendor in the performance of this Contract.
- H. The Contractor shall ensure that all potential vendors of Waiver Services complete a CDA-approved Vendor Application. The subcontractor/vendor selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential subcontractor/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.
- I. Subcontractor/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 subcontractor/vendor operations.
- J. The Contractor shall require language in all subcontractor/vendor agreements to require all subcontractors/vendors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of



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

1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5.

- K. The Contractor shall require all subcontractor/vendor agreements to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.

**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 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,

ARTICLE VI. RECORDS (Cont)

accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records for a period of three (3) years or for such a longer period as CDA deems necessary after final payment under the Agreement.

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

1. Quarterly Status Reports

- a. Reports are due no later than the 30<sup>th</sup> of the month, following the close of the quarter. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
- b. Reports are a snapshot of 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
  - 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

ARTICLE VII. REPORTS (Cont)

- Staff Roster
- Self-Certified Training

2. Ad Hoc Reports

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

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

3. Fiscal Closeout Reports

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

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

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.

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, used in operation of this Agreement. All purchases of property not listed in the budget require written approval from CDA.

ARTICLE VIII. PROPERTY (Cont)

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
  2. Has a unit acquisition cost of at least \$500; (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
  3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit electronically to CDA, annually with the Closeout, a cumulative inventory of all property furnished or purchased by the contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version (Excel) of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department, to report property to the Department.

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

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property

ARTICLE VIII. PROPERTY (Cont)

4. Serial number (if applicable)
  5. Cost or other basis of valuation
  6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the subcontractor/vendor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. 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.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. 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.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.

**ARTICLE VIII. PROPERTY (Cont)**

- L. 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
- M. 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.
- N. 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.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontractor/vendor agreements issued under this Agreement.
- 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 subcontractor/vendor agreements or subcontracts.

**ARTICLE X. MONITORING, ASSESSMENT, AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any program, and administrative staff (fiscal, etc.) available during any scheduled process.

**ARTICLE XI. AUDIT**

- A. The Contractors that expend \$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 30 days after receipt of the auditor's report or nine months after the end of the audit period whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract/vendor agreement related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

**Special Terms and Conditions – Exhibit D  
Multipurpose Senior Services Program**

**AGING MS-412**

**ARTICLE XI. AUDIT (Cont)**

- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

**ARTICLE XII. INSURANCE**

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



ARTICLE XII. INSURANCE (Cont)

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 subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and CDA harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XIII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

- a. The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective 30 days from the delivery of the Notice of Termination. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

- 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 Cause

- a. The State may, by written notice of termination to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
  1. In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
  2. A violation of the law or failure to comply with any condition of this Agreement
  3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
  4. Failure to comply with reporting requirements
  5. 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
  6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

7. 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
    8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
    9. The commission of an act of bankruptcy
    10. Finding of debarment or suspension, Article II J
    11. 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
- The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.
4. The Contractor's Obligations Upon Notice of Termination
- a. In the event of termination or anticipated termination of this Agreement, in full or in part, the Contractor shall take immediate steps to ensure the health and safety of 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.
  - b. The Contractor shall provide adequate staff and vendor agreements to provide services to clients during the course of client transition to another MSSP site.

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

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

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
  - a. Current client count and identifying client information upon request
  - b. Description of how clients will be notified about the change in their MSSP provider

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Cont)

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

**ARTICLE XIV. REMEDIES**

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

**ARTICLE XV. DISSOLUTION OF ENTITY**

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

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

**ARTICLE XVIII. APPEAL PROCESS**

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

- A. The Contractor should first discuss the problem informally with the designated CDA Program Analyst. If the problem is not resolved, the Contractor must, within 15 working days of the failed attempt to resolve the dispute with the CDA Program Analyst, submit a written complaint together with any evidence to the Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports the Contractor's position, and the remedy sought. The Deputy Director shall, within 15 working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XVII of this Agreement. Should the Contractor disagree with the decision of the Division Deputy Director, the Contractor may appeal the decision to the Chief Deputy Director of the California Department of Aging.
- B. The Contractor's appeal of the Division Deputy Director must be submitted within ten (10) working days from the date of the decision of the Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within 20 working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor to review the issues raised on appeal. The Chief Deputy Director shall issue a final written decision within 15 working days of such meeting.
- C. The Contractor may appeal the final decision of the Chief Deputy Director in accordance with the procedures set forth in Title 1 of the California Code of Regulations, Section 1200.
- D. The Contractor shall continue to carry out the obligations under this Agreement during any dispute. Costs incurred by the Contractor or vendor for administrative/court review are not reimbursable by the Department.

**ARTICLE XIX. DEPARTMENT CONTACT**

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section. 5310, 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, thumb, flash drives, and portable hard drives).

C. Disclosure

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



ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

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

E. Contractor Confidentiality Statement

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

F. Software Maintenance

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

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, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.
- e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

2. Permitted Uses and Disclosures of PHI by Business Associate.

- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
- b. Except as otherwise indicated in this Article, Business Associate may: use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS/CDA.

3. Responsibilities of Business Associate.

Business Associate agrees:

- a. To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the 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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.

- c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. To report to DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- e. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.
- f. To provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.
- g. To make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- h. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary

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

of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.

- i. To document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- j. During the term of this Agreement, to notify DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI, and provide a written report of the investigation to the DHCS Privacy Officer within 15 working days of the discovery of the breach or unauthorized use at:

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

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

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

4. Obligations of DHCS/CDA.

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:  
<http://www.DHCS.ca.gov/hipaa>.
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

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

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

6. Termination.

- a. Upon DHCS/CDA's knowledge of a material breach of this Article by Business Associate, DHCS/CDA shall either:
  - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS/CDA
  - (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Article and cure is not possible or
  - (iii) If neither cure nor termination are feasible, the DHCS/CDA Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services
- b. DHCS/CDA may terminate this Agreement, effective immediately, if
  - (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate has been joined.
- c. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS/CDA (or created or received by Business Associate on behalf of DHCS/CDA) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Article to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

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

Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.



ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Cont)

- e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
  - f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
  - g. The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.
  - h. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Cont)

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.
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. "



*SPECIAL  
PRESENTATIONS*

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# The County of Yuba

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## DEPARTMENT OF ADMINISTRATIVE SERVICES

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DOUG McCOY - Director

TARA REPKA FLORES - Assistant Director




269-12

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(530) 749-7880  
FAX (530) 749-7884

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**TO:** Board of Supervisors

**FROM:** Tara Repka Flores, Assistant Director Administrative Services 

**SUBJECT:** Receive report on BePreparedYuba web site development and schedule.

**DATE:** July 10, 2012

### *Recommendation*

Receive informational update on the BePreparedYuba website being developed by Atkins (formerly PBS&J) and Kim Floyd Communications, under the direction of Administrative Services.

### *Background*

Early in 2011 your Board approved moving forward with a web development project. The goal of this project was to create a single site with education and preparation materials, and that would act as an information hub in an actual flood emergency. Funding was provided by an MOU with the Yuba County Water Agency.

An RFP was completed in spring of 2011, and a contract awarded to Atkins with Kim Floyd Communications as the marketing partner in summer of 2011.

Our marketing partner organized a community input session on the fall of 2011, and based on the community input combined with input from the CAO's office, OES and IT, a site mockup was designed.

Careful attention was given to making the page and content simple, visually appealing, and meaningful. During the spring of 2012, the technical implementation was completed, a first round of testing was performed, and content was developed and reviewed, a marketing plan and draft marketing materials were completed, and a launch schedule was created.

### *Discussion*

Review enclosed screen shots of the website and marketing materials.

#### **Project items still to be completed**

1. Completion of curriculum and implementation of pages for curriculum
2. Final testing of entire site
3. Reallocate funds to be used for purchase of marketing media
4. Prepare marketing media
5. Complete soft launch
6. Complete official launch

#### **Project Timeline**

1. Mid July – Receive input from group of community members
2. Mid August – Complete soft launch
3. Sept – Oct – Complete official launch in conjunction with start of school, the fall season and flood awareness month

### *Committee Action*

This item was brought directly to the Board for communication purposes.

### *Fiscal Impact:*

We are currently less than 25% expended on this project. Many costs are back loaded on this project in order to manage the county's risk, and also because there are many marketing costs associated with the roll out. We expect to come in under budget on this project, and no additional funds are being requested at this time. All project costs are covered by the MOU with the Yuba County Water Agency.

Attachment: Sample Web Pages & Marketing Material



*COUNTY*  
*DEPARTMENTS*

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## SUTTER-YUBA MENTAL HEALTH SERVICES

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

270-12



**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: June 26, 2012

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., Mental Health Director *lum*

SUBJECT: Preliminary Approval of a Joint Project between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties to: 1) purchase property to be located in Yuba County and 2) amend the Community Services Agreement between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties

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**Recommendation:** It is the recommendation of the Mental Health Director that the Board of Supervisors approve in concept:

- 1) A joint project between Sutter-Yuba Mental Health Services and the Regional Housing Authority of Sutter and Nevada Counties to purchase property in Yuba County and
- 2) An Amendment to the Community Services Agreement between Sutter-Yuba Mental Health Services and the Regional Housing Authority.

This item has been discussed by the Sutter County Board of Supervisors Health Committee and was approved by the Sutter County Board of Supervisors on June 19, 2012. It was presented to the Yuba County Board of Supervisors Human Services Committee on June 26, 2012 and approved as an appearance item at the July 10, 2012 Board meeting.

**Background & Discussion:** The Mental Health Services Act (Proposition 63) was passed in November 2004. The passage of this proposition provided funding and authorized County mental health programs to provide additional services to local residents. After extensive community meetings, one of the services identified as a high priority locally was the provision of safe, affordable, permanent housing to our clients.

SYMHS has contracted with the Regional Housing Authority to purchase housing in order to provide safe, affordable, permanent housing for residents of the community receiving

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• 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 services. The clients currently live in the community and this project will improve their living conditions. The Housing Authority will be the legal owner and provide residence and yard maintenance.

SYMHS will provide on-going case management and support to the residents to promote their success in living independently. Case management staff will assist these clients in maintaining their medical appointments, coordinate housing meetings, assist residents in priority setting, provide transportation as needed, and act as a contact point for the surrounding community.

The Regional Housing Authority will identify a property in Yuba County as a future site for client housing. The property will be a multiple unit dwelling such as a duplex or fourplex located conveniently near public transportation, necessary community services and shopping.

Major provisions of this agreement will include:

The Housing Authority will:

- Assume ownership of the property purchased.
- Maintain the house for use by mental health clients.
- Establish rates for management of this property that are consistent with rates established for management of other properties locally.

SYMHS will:

- Provide case management services for the residents.
- Screen clients for appropriateness and ability to share housing.
- Pay for the purchase of the housing including all closing costs, fees and appraisals.
- Pay for the cost to furnish the dwelling and fund any initial deposits.
- Pay the relocation costs of the tenants moving into or out of the purchased dwelling.
- Should funds be insufficient to pay for the management, maintenance funds and utilities for this property, make up the difference (a \$10,000 account will be funded by the SYMHS to be held by the Regional Housing Authority for this purpose).

Mutual Agreements:

- Funding will be set aside for major maintenance and future repair of mechanical, electrical and plumbing repairs; for replacement of flooring and carpets and major appliances.
- Funds will be set aside for replacing furnishings, bedding, cooking utensils, dishes and minor appliances.
- If possible, funds will be set aside to purchase additional housing facilities in the future.

Mental Health Services Act Funds for this and similar projects in the amount of \$2,365,000 are currently being held for SYMHS by the California Housing Finance Agency (CalHFA). The division anticipates this project will not exceed \$400,000.

**Past Consideration of the Board:** This item has not been considered by the Board previously.

**Alternatives:** The Board could provide alternative direction regarding housing.

**Other Department or Agency Involvement:** The Regional Housing Authority of Sutter and Nevada Counties has participated in the discussions with the ad hoc sub-committee of the Yuba County Board of Supervisors. This item will be presented at both the Yuba County and Sutter County Board of Supervisors as it progresses.

**Action Following Approval:** SYMHS and the Regional Housing Authority will amend the Community Services Agreement, begin to locate a suitable property, and work with CalHFA to access our housing funds.

**Fiscal Impact:** There will be no impact on County General Funds. Sufficient funds are available through MHSA funding being held by CalHFA.

**Attachments or Document Enclosures:**

Original Community Services Agreement for Reference

P:\MH Contracts\2012 CONTRACTS\Staff Reports\Health Committee\Yuba County Housing BOS-Yuba County.doc

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## COMMUNITY SERVICE AGREEMENT

**THIS COMMUNITY SERVICE AGREEMENT ("Agreement")**, is by and between the Sutter-Yuba Mental Health Services operated by the counties of Sutter and Yuba (hereinafter referred to as "Mental Health") and the Consolidated Area Housing Authority of Sutter County, (hereinafter referred to as "Housing Authority"), whose business address is 448 Garden Highway, Yuba City, California 95991.

The parties agree as follows:

**1. Term:** The term of this Agreement shall be from July 1, 2007 to June 30, 2009.

**2. Services:** Housing Authority shall provide residential accommodations that offer group or individual living environments for individuals referred from Mental Health. Mental Health will be providing one time funds, identified in section 5 of this Agreement in support of this Agreement. Housing Authority may use those funds to leverage other funds, use as gap loans or deferred grants to achieve permanent supported housing for persons referred by Mental Health.

Because funds obligated in this Agreement are one time funds both Housing Authority and Mental Health agree these funds should not be used for ongoing expenses and be retained for costs related to development of permanent supported housing for persons referred by Mental Health.

Both Housing Authority and Mental Health agree that the goal of this Agreement is to develop housing opportunities for individuals or small numbers of persons referred by Mental Health throughout Yuba and Sutter Counties, avoiding large amounts of housing in any specific neighborhoods.

### **3. Housing Authority Responsibilities**

(a) Housing Authority shall comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code Section 5600 et seq.) and applicable regulations promulgated under 9 CCR Sections 500-780 as amended, as they relate to housing during the term of this Agreement.

(b) Housing Authority shall abide by the non-discrimination requirements as contained in California and Federal Law relating to housing. The Director of Mental Health ("Director") shall determine patient eligibility under the Short-Doyle Act and the Medi-Cal Program.

(c) Housing Authority shall maintain adequate records. They shall contain

the data necessary for reporting to Mental Health the State Department of Mental Health, and any involved federal agencies. Individual records shall contain intake information, records of what housing was provided, what individuals were deemed by Housing Authority ineligible for housing assistance and the reasons for such determination. Program records shall contain enough detail for evaluation of services. Housing Authority shall provide quarterly and annual program reports to Mental Health in the format determined by the Director.

(d) Housing Authority shall maintain financial records that clearly reflect the cost of each type of Service. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the Services. Housing Authority shall provide to the Director of Mental Health, an annual audit prepared by a Public Accountant or Certified Public Accountant. Three (3) copies of the audit report shall be submitted to the Director within ninety (90) days of the earlier of: (1) the close of the Housing Authority's fiscal year; or (2) termination of this Agreement. Costs may include, but are not limited to, pre-development costs, including but not limited to; appraisals, option fees, drawings, environmental assessments, and related costs.

(e) Housing Authority shall participate in program audits if asked to do so by Mental Health. Mental Health may inspect Housing Authority's records, programs and procedures relating to provision of housing to individuals referred from Mental Health during normal business hours.

(f) Housing Authority shall not apply an income qualification for any person referred by Mental Health for housing assistance in property paid for under this Agreement, except as required to conform to any rules, regulations or other program requirements for any other funding also used for the program. The Housing Authority will be allowed to qualify tenants according to reasonable criteria, even when income qualification is not a consideration.

(g) With the approval of both the Sutter and Yuba County Board of Supervisors Housing Authority may provide housing services under this agreement in the County of Yuba, State of California. All other services are to be provided in Sutter County, State of California.

(h) Housing Authority shall acquire housing for persons referred by Mental Health over the term of this Agreement. Such housing may be rental, leased or purchased by the Housing Authority using funds contained in this Agreement as well as other funds available to the Housing Authority. Any housing provided by the Housing authority shall be managed by the Housing Authority. All projects funded under this agreement must be approved by Housing Authority, Mental Health the Sutter County Board of Supervisors and for projects in Yuba County the Yuba County Board of Supervisors, prior to any financial or contractual commitment to the project or commencement of any construction or improvement

work on the project or occupancy by any person in the project.

(i) The Housing Authority will reasonably seek to place referrals from Mental Health, however, the parties recognize that placement is not possible if the referrals exceed capacity. In that regard, for example, if the Housing Authority acquired 50 units with monies received pursuant to this Agreement, and Mental Health were to make 70 referrals, there would, of necessity, need to be a waiting list for available units.

(j) Where appropriate Housing Authority will apply for HOME Funds for projects developed under the provisions of this Agreement.

#### **4. Records & Audit:**

Housing Authorities' records shall include but not be limited to, accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this Agreement (all the foregoing are hereinafter referred to as "Records"). The Records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Mental Health and/or State agents or their authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Housing Authority or any of its payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examinations and evaluations the Mental Health agent or authorized representative shall have access to said Records from the effective date of this Agreement until seven (7) years after the date of final payment by Mental Health to Housing Authority pursuant to this Agreement. This section shall survive the expiration or termination of this Agreement.

**5. Compensation:** Mental Health shall Provide \$750,000 for the purpose of acquiring housing for persons referred by Mental Health during the term of this Agreement. Such housing may be rental, leased, or purchased by the housing authority but may only be used for developing housing for individuals referred from Mental Health. Should any rebates arise from refund of deposits, sale of property, refund of commission or any other reason all funds should be returned to Mental Health within 30 days of being received by Housing Authority. Housing Authority may use some funds made available under this Agreement to create a damage repair fund, and fixture replacement fund and pay any management fee agreed to by the parties and identified in Appendix A, attached to and made part of this Agreement. All such funds received will be returned to the Housing Trust Account to be utilized to acquired additional housing for persons referred by Mental Health.

Mental Health's maximum liability to Housing Authority shall be:

**Seven Hundred Fifty Thousand Dollars During the Term of this Agreement,**

(\$750,000)

Mental Health shall be informed and receive the approval of the Sutter County Board of Supervisors regarding purchase of any property. Should any property be purchased in Yuba County the approval of the Board of Supervisors of Yuba County will be required prior to any purchase being made. Title to purchased property shall be held by Housing Authority unless the Housing Authority, Mental Health and the appropriate Board of Supervisors agree that it shall be held by another party.

Payment under this Agreement shall not obligate Mental Health to further payments or additional agreements with Housing Authority.

The administrative costs of the Housing Authority may be paid from rental income received by the Authority. The Housing Authority's administrative and development costs in locating and acquiring the project(s) contemplated by this Agreement may be reimbursed from the monies provided to the Housing Authority pursuant to this agreement. All administrative costs paid under this agreement shall be agreed to by both Housing Authority and Mental Health prior to payment being made.

Housing Authority shall provide Mental Health with a monthly itemized statement for Services rendered. Mental Health will render payment to Housing Authority within thirty days of submission of such itemized statement providing it includes dates and a description of the Services rendered, and the total amount charged (itemized by specific service).

Mental Health agrees to provide all case management services and provide, pay for or otherwise see that appropriate treatment is provided for clients referred under this agreement. No funds committed under this agreement can be used to pay for treatment costs, including but not limited to, medication support, case management, inpatient hospital care, pharmacy products or other treatment items.

#### **6. Audit Exceptions:**

(a) In order to maximize Mental Health resources, Mental Health and Housing Authority will endeavor to bill for and collect for all appropriate Services, from a variety of sources. In the event that an audit results in disallowances, Housing Authority agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as a result of its performance under this Agreement. Housing Authority also agrees to accept financial responsibility for any audit exceptions to the extent such are attributable to Housing Authority's failure to perform properly any of its obligations under this Agreement.

(b) Mental Health agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit agencies occurring as



a result of its performance under this Agreement. Mental Health also agrees to accept financial responsibility for any audit exceptions, to the extent such are attributable to Mental Health's failure to perform properly any of its obligations under this Agreement, including billing errors in Med-Cal claims processing.

(c) Mental Health and Housing Authority agree to work jointly to resolve any and all audit exceptions that may arise under this Agreement.

## **7. Indemnification:**

- (a) Housing Authority shall indemnify, defend and hold harmless Mental Health, Sutter County, Yuba County and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys fees and litigation costs) that arise in any way from Housing Authorities' acts or omissions while performing under this Agreement. Housing Authority's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Housing Authority's officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Housing Authority's real and personal property).
- (b) Mental Health represents and warrants that they will not refer to the Housing Authority any persons who, because of mental health issues, or otherwise, is known to have or likely to have aggressive propensities that would increase the risk to other tenants or third parties over and above what might be expected from the general population.
- (c) Mental Health shall indemnify, defend and hold harmless Housing Authority and its officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Mental Health's acts or omissions while performing under this Agreement. Mental Health's obligations under this section cover but are not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any persons (including Mental Health's, Counties' and Housing Authority officers, employees and agents) and from damage to, or destruction of, any property (including Mental Health's, Counties' and Housing Authorities' real and personal property).
- (d) This section shall survive the expiration or termination of this Agreement.

**8. Insurance:** Without limiting Housing Authorities indemnification of Mental Health and Sutter and Yuba Counties, Housing Authority shall provide and maintain at its own expense during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

- (a) Prior to commencement of this Agreement, Housing Authority shall provide Certificates of Insurance certifying that all coverage as required herein has been obtained and remains in force for the period required by this Agreement. Any required endorsement shall either be attached to the Certificate or certified as issued on the Certificate. All Certificates of Insurance shall be sent to the following address:

Joan Hoss, LCSW, Director  
Sutter-Yuba Mental Health Services  
P.O. Box 1520  
Yuba City, CA 95992

Housing Authority shall not proceed with the work under this Agreement until it has obtained all insurance required and Certificates of Insurance have been provided to Mental Health. All Certificates of Insurance shall provide that Mental Health will receive thirty (30) days prior written notice of cancellation or any major modification before the expiration date.

(b) Should, consistent with the terms of this Agreement, any of the work under this Agreement be subcontracted, the Housing Authority shall require each of its subcontractors to provide the insurance required herein, or Housing Authority may name the subcontractors as additional insured's under its own policies.

(c) Insurance Required:

(1) Comprehensive General Liability Insurance or Commercial Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and written on an occurrence basis. If the insurance has a General Aggregate, it must be no less than Two Million Dollars (\$2,000,000.00). Each type of insurance shall include coverage for Premises/Operations, Products/ Completed Operations, Contractual Liability, Broad Form Property Damage, X/C/U Hazards and Personal Injury. For either type of General Liability insurance, coverage shall include the following endorsements:

a. Additional Insured Endorsement: Insurance afforded by this policy shall also apply to the County of Sutter, the County of Yuba, and members of the Boards of Supervisors of Sutter and Yuba Counties, the officers, agents and employees of Sutter and Yuba Counties, individually and collectively, as additional insured's.

b. Primary Insurance Endorsement: Insurance afforded by the Additional Insured Endorsement shall apply as primary insurance, and other insurance maintained by the County of Sutter, the County of Yuba, their officers, agents and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement: Insurance provided by this policy shall not be canceled or changed so as to no longer meet the specified Sutter County insurance requirements without thirty (30) days prior written notice of such cancellation or change being delivered to Mental Health at the address to which the Certificate of Insurance is sent as specified above.

d. Severability of Interest Endorsement: Insurance provided by this policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the policy's limits of liability.

(2) Professional Errors and Omissions Liability Insurance in an amount of not less than

One Million Dollars (\$1,000,000.00) and written on an occurrence basis.  
If coverage is written on a claims made basis, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Housing Authority's start of work (including subsequent policies purchased as renewals or replacements).

b. If the policy is terminated for any reason during the term of this Agreement, Housing Authority shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

c. If this Agreement is terminated or not renewed, Housing Authority shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Housing Authority shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All Professional Liability policies maintained pursuant to this section shall either be endorsed to name the Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba, individually and collectively as additional insured's, or endorsed to provide that the insurance provided by the policy shall apply to liability assumed by the Housing Authority under written contract with Mental Health.

(3) Workers' Compensation and Employer's Liability Insurance with statutory California Workers' Compensation coverage and Employer's Liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

(4) Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

**9. Termination:** Either party may terminate this Agreement on sixty (60) days written notice to the other party. Upon written notice from State Mental Health to Mental Health or State or Federal Housing Agencies to either Mental Health or Housing Authority that Housing Authority is not complying with law or regulation, this Agreement shall be terminated immediately.

**10. Independent Contractor:**

(a) It is specifically agreed that Housing Authority, or its employees, is an independent contractor and not subject to the direction and control of Mental Health, except as to final result or as otherwise specified in this Agreement. Housing Authority agrees to indemnify and hold Mental Health harmless from any liability which it may incur to the Federal or State Governments as a consequence of this Agreement. Housing Authority shall be solely

responsible to pay all required taxes and obligations, including but not limited to, worker's compensation, liability insurance (including professional liability insurance), benefits of every kind, including social security and withholding taxes. Housing Authority, or its employees, shall not have any claim under this agreement against Mental Health, the Counties of Sutter and Yuba, their officers, agents or employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

(b) All films, booklets, pamphlets or similar informational material on mental health services for which Housing Authority has received payment from Mental Health shall contain a statement that Housing Authority is a contract provider of services under the Mental Health Program operated by the County.

Housing Authority shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and quarters necessary to provide Services.

#### **11. Notices:**

Notices concerning this Agreement shall be effective upon receipt by the other party and given either personally, by U. S. mail first class postage prepaid or overnight courier, addressed as follows:

MENTAL HEALTH:  
Sutter-Yuba Mental Health Services  
1965 Live Oak Boulevard  
Yuba City, CA 95991

Housing Authority  
Consolidated Area Housing Authority of Sutter County  
448 Garden Highway  
Yuba City, California 95991

#### **12. Effective Waiver:**

The waiver by either party of any breach or term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition of this Agreement.

#### **13. Prior Approval Required:**

Notwithstanding any provision of this Agreement, this Agreement shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided.

#### **14. Reference to Laws and Rules:**

The laws of the State of California shall govern this Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement. Any litigation arising out of this Agreement shall be heard in the Superior Court of Sutter County. This Agreement may be amended only by a writing signed by both parties.

#### **15. Cultural Competency:**

Yuba County has approximately 60,219 people. Of this total 4.96% are Laotian (Hmong speaking), and 17.4 are Spanish speaking. In Sutter County, with approximately 78,930 people, approximately 22.2% are Spanish speaking and 6.93% are Punjabi speaking. These figures are based on the most recent census data.

Housing Authority will demonstrate continuing responsiveness to, understanding of, and respect for the individual's culture and language. Housing Authority shall provide services in the individual's preferred language whenever possible. Housing Authority shall provide interpreters for monolingual individuals as needed. Housing Authority shall accommodate the hearing and visually impaired as required by law. Any materials and forms available to the individual shall be linguistically appropriate. Housing Authority shall make every effort to serve the special populations in the Bi-County area.

#### **16. Problem Resolution:**

##### **A. Problem Resolution**

The Housing Authority and Mental Health agree to meet at least twice each year during the term of this Agreement to resolve any issues that arise during the term of this Agreement.

#### **17. Construction:**

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

#### **18. Confidentiality:**

The Housing Authority, is not considered to be a Business Associate of Mental Health under HIPAA regulations. Notwithstanding this status the Housing Authority agrees to protect the confidentiality of all Mental Health referrals to the best of its ability. Mental Health agrees to attempt to secure an Authorization for Release of Protected Health Information from each person referred to Housing Authority pursuant to this Agreement.

#### **19. Americans With Disabilities Act (ADA)**

Requirements under the ADA Voluntary Agreement require that Counties and their

contract providers of adult residential drug and alcohol services that are recipients of any Department of Health and Human Services (federal) financial assistance meet the following requirements with which Housing Authority will comply:

- (a) Residential drug and alcohol provider services must be accessible to the mobility impaired or Housing Authority must provide a description of the referral mechanism for residential alcohol and drug service facilities that currently do not accept non ambulatory clients.

(b) ADA STIPULATIONS AND TIMELINE:

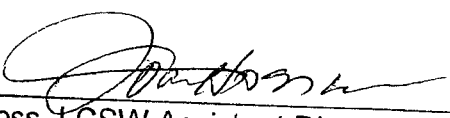
New contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may not receive federal funding unless the contractor's service delivery system is accessible in its entirety to non-ambulatory clients. This means essentially equivalent services must be provided to the non-ambulatory client "within" that providers' service system.

- (c) Existing contractors with fifteen or more employees who have admission criteria that restrict services to ambulatory adults or who are otherwise not accessible to the non-ambulatory client may receive federal funding as long as their services are accessible in their entirety to the non-ambulatory client by December 31, 1995. However, a condition of county/provider contracts must include an effective method of referral to an alternate accessible facility within the service area prior to December 31, 1995.

- (d) New or existing contractors with less than fifteen employees must have an effective method of referral to an alternative accessible drug or alcohol program within the service area in the event they are unable to provide services on site to the non-ambulatory client eligible for drug or alcohol services, or they may not receive federal funding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

SUTTER-YUBA MENTAL HEALTH SERVICES

By  Date: 8/1/07  
Joan Hoss, LCSW Assistant Director Human  
Services Mental Health

Consolidated Area Housing Authority of Sutter County

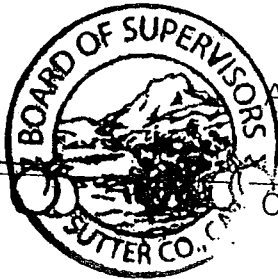
By Edward B. B... Date: 8/6/2007  
Authorized Signature

SUTTER COUNTY BOARD OF SUPERVISORS

By Don L. L... Date: 7/24/07  
Chairman

ATTEST

[Signature]  
Clerk Deputy



APPROVED AS TO FORM

[Signature]  
County Counsel

## EXHIBIT A

# SUTTER-YUBA COUNTIES MENTAL HEALTH PLAN PROBLEM RESOLUTION PROCESS

Sutter-Yuba Counties Mental Health Plan, hereinafter referred to as "MHP", encourages the resolution of problems at the least formal level possible. The consumer will not be subject to any penalty or discrimination for filing a grievance, appeal or for requesting a State Fair Hearing. A consumer may authorize a person of his/her choice to act in his/her behalf at anytime. A consumer or the consumer's representative may take the following steps to resolve a problem.

### **Grievance**

A grievance is an expression of dissatisfaction about any matter other than an Action.

- The consumer may submit a grievance orally or in writing to the MHP.
- The consumer will receive a written resolution within 60 days.

### **Standard Appeal**

An Appeal is a request to review an Action. An Action occurs when the MHP denies, reduces, suspends or terminates previously authorized services; denies payment for a service; fails to provide services in a timely manner; or fails to act within the timeframes for the disposition of grievance, standard appeal or expedited appeals.

- The consumer may submit an appeal orally or in writing. Oral appeals must be followed up with a written, signed appeal.
- An appeal must be filed within 90 days of the date of the Action.
- The consumer will receive a written resolution within 45 days.

### **Expedited Appeal**

The Expedited Appeal is filed when the consumer's life, health, or ability to have or maintain maximum function is at risk.

- The consumer will receive a written resolution within 3 days.
- Mental Health staff will determine whether or not your appeal will be considered Standard or Expedited.
- If the expedited appeal is denied, a written notice will be sent to the consumer and the standard appeal process will begin.

### **State Fair Hearing**

If you are a Medi-Cal beneficiary, you have the right to file for a State Fair Hearing at any time before, during or after the Appeal process. The concerns within the jurisdiction of the Administrative Law Judge are those related to an Action. Benefits may continue while the State Fair Hearing is pending.

### **Notice**

Grievance forms, Standard Appeal forms, or Expedited Appeal forms are available at all provider sites or can be obtained by contacting MHP Quality Improvement staff.

The consumer will be notified in writing that the Mental Health Program Chief received his/her grievance or appeal.

The member may submit additional information to support a claim either in writing or in person.

The consumer may receive assistance in filing a grievance, appeal or State Fair Hearing from:

Mental Health Program Chief	(530) 822-7513
Quality Improvement Program Planner	(530) 822-7200
Patient Rights Advocate	(530) 632-3202
Toll Free	1-888-923-3800
TTY-CRS	1-800-735-2929



**EXHIBIT A**

**PLAN DE SALUD MENTAL DE LOS  
CONDADOS DE SUTTER-YUBA  
PROCESO PARA RESOLVER PROBLEMAS.**

El Plan de Salud Mental de los condados de Sutter-Yuba, de aquí en adelante referido como "PSM", sugiere que la resolución de problemas sea a un nivel lo menos formal posible. El consumidor no será sujeto a ningún castigo o discriminación por llenar una queja, apelar, o por pedir una audiencia justa del estado. El consumidor puede autorizar a una persona de su preferencia para representarlo/la en cualquier momento. El consumidor o representante del consumidor puede tomar los siguientes pasos para resolver un problema.

**Quejas:**

- Una queja es una expresión de disgusto acerca de cualquier situación, con excepción de una "Acción".
- El consumidor puede poner una queja oralmente o por escrito al "PSM".
  - El consumidor recibirá una resolución por escrito en 60 días.

**Apelación Corriente**

Una Apelación es una solicitud para revisar una Acción. Una Acción ocurre cuando el "PSM" niega, reduce, suspende, o para servicios previamente autorizados, niega pago para servicios, no provee servicios en el tiempo adecuado o no actúa según el tiempo indicado para la disposición de una queja, apelación corriente, o apelación rápida.

- El consumidor puede entregar una apelación oralmente o por escrito. Una Apelación oral tienen que ser seguida con una apelación escrita y firmada.
- Una apelación tiene que ser llenada dentro de 90 días de la fecha de la Acción.
- El consumidor recibirá una resolución por escrito dentro de 45 días.

**Apelación Rápida**

La apelación rápida se hace cuando la vida, salud o habilidad para tener o mantener su función máxima de un consumidor esta bajo riesgo.

- El consumidor recibirá una resolución dentro de 3 días.
- Trabajadores de Salud Mental determinarán si su apelación será considerada como corriente o rápida.
- Si la apelación rápida es negada, una notificación por escrito será mandada al consumidor y el proceso para una apelación corriente empezará.

**Audiencia Justa del Estado**

Si usted recibe Medi-Cal, usted tiene el derecho de pedir una Audiencia Justa del Estado en cualquier momento antes, durante, o después del proceso de la apelación. Lo que concierne bajo la Jurisdicción del Juez de la Ley Administrativa es lo relacionado a una Acción. Los beneficios continuarán mientras la Audiencia Justa del Estado está pendiente.

**Advertencia**

Formas para Quejas, Apelaciones Corrientes, o Apelaciones Rápidas están disponibles en todos los sitios donde se ubican los proveedores de los servicios o los puede obtener comunicándose con el Personal de Mejoramiento de Calidad

El consumidor será notificado por escrito que el Administrador de Salud Mental recibirá su queja o apelación. El miembro puede entregar información adicional para apoyar su caso por escrito o en persona.

El consumidor puede recibir asistencia para llenar una Queja, Apelación, o Audiencia Justa del Estado de:

Administrador de Salud Mental (530) 822-7513

Administrador de Mejoramiento de Calidad (530) 822-7200

Representante de los Derechos del Paciente (530) 632-3202

Gratis 1-888-923-3800

TTY-CRS 1-800-735-2929



*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



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

257-12 **CODE ENFORCEMENT**  
749-5455 • Fax 749-5424


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

**HOUSING & COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

**PLANNING**  
749-5470 • Fax 749-5434

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

**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director 

**Date:** June 26, 2012

**Subject:** Repeal and Reenact Subsection 10.30.070(b)(ix) of Chapter 10.30, Floodplain Management Ordinance

### **Recommendation:**

Adopt the attached ordinance repealing and reenacting Subsection 10.30.070(b)(ix) of Chapter 10.30, Floodplain Management.

### **Background/Discussion**

The County's floodplain management activities were recently audited by the Insurance Services Office (ISO) to determine the County's Community Rating. The County's Community Rating determined by the ISO is used to determine flood insurance rates for all properties located in the unincorporated portions of the County and the better the rating the larger the discount to flood insurance policy holders.

Through the audit process it was discovered that a minor amendment to the County's Floodplain Management Ordinance would result in additional credit, which coupled with other areas the County is audited may result in an improved rating. The minor amendment is to Subsection 10.30.070(b)(ix) of the Ordinance, which deals with the non-conversion of the space below a residence. The amendment will change the threshold from five feet to four feet that triggers the non-conversion requirement and also makes clearer the prohibition of enclosures when the requirement is triggered.

### **Committee Action:**

This item was presented directly to the Board due to the timeline to respond to the ISO.

### **Fiscal Impact:**

None for the County, however potential reduction of flood insurance costs for private properties.

### **Attachments:**

Ordinance Repealing and Reenacting Subsection 10.30.070(b)(ix)

6-26-12:BOS Approved/Waived Reading and Introduced Ordinance/rf

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

**AN ORDINANCE AMENDING, BY REPEALING AND RE-ENACTING,  
SUBSECTION 10.30.070(b) (ix) OF SECTION 10.30.070 OF CHAPTER 10.30, TITLE X  
OF THE YUBA COUNTY ORDINANCE REGARDING FLOODPLAIN MANAGEMENT**

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: \_\_\_\_\_

*Pan Gramore*

**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. Subsection 10.30.070(b) (ix) of Section 10.30. 070 of Chapter 10.30 of Title X of the Yuba County Ordinance Code is hereby repealed in its entirety and re-enacted as amended to read as follows:

ix. Non-conversion of Areas Below the Lowest Floor.

All areas below the BFE are prohibited from being enclosed, and to ensure that the areas below the BFE shall not be enclosed, the Floodplain Administrator shall:

1. Determine which applicants for new construction and/or substantial improvements have areas below the lowest floor that are 4 (four) feet or higher;
2. Enter into a "NON-ENCLOSURE AGREEMENT FOR CONSTRUCTION WITHIN FLOOD HAZARD AREAS" or equivalent with the County of Yuba. The agreement shall be recorded with the Yuba County Recorder as a deed restriction, and prohibit any building enclosures, including breakaway walls, below the BFE. The NON-ENCLOSURE agreement shall be in a form acceptable to the Floodplain Administrator and County Counsel; and
3. Have the authority to inspect any area of a structure below the base flood elevation to ensure compliance upon prior notice of at least 72 hours.

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) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



### BUILDING

749-5440 • Fax 749-5616

### CODE ENFORCEMENT

749-5455 • Fax 749-5424

### ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

### HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464

### PLANNING

749-5470 • Fax 749-5434

### PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director *[Signature]*

**Date:** June 26, 2012

**Subject:** Repealing and Reenacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40, Marijuana Cultivation Ordinance

### Recommendation:

Introduce and adopt the attached ordinance amending Chapter 7.40, Marijuana Cultivation Ordinance, clarifying certain subsections as they relate to marijuana cultivation and public nuisance.

### Background/Discussion

The Board has been actively and publicly working to create a fair and reasonable marijuana cultivation ordinance to reduce conditions that create a public nuisance, beginning with a public workshop held by the Board on December 13, 2011. Subsequent to the December workshop, the Board has held numerous public meetings as well as Ad Hoc Committee meetings with stakeholders culminating in the current ordinance, Chapter 7.40, being introduced on April 17, 2012 and becoming effective on June 1, 2012.

As part of the Board's commitment to this topic, the Board requested the continuance of the Ad Hoc Committee to work through issues related to implementing Chapter 7.40. On June 6, 2012 the Ad Hoc Committee met with County staff to review correspondence the Board received subsequent to the adoption of Chapter 7.40. The result of the Committee meeting was to direct staff to prepare the attached ordinance amendments.

The amendments to Chapter 7.40 consist of repealing and reenacting certain subsections which include amending the definition of the "Defined Area of Cultivation" to recognize sloped and non-rectangular areas, clarifying that plants in "public view" means plants in "public view" as defined in Chapter 7.40, and providing an exception from public nuisance those parcels where primary caregivers or qualified patients cultivate on parcels where they are not residing so long as a portion of the cultivation is for the primary caregiver or qualified patient that occupies the parcel as their place of residence and no other violations of this Chapter exist.

6-26-12:BOS Approved, waived First Reading and introduced Ordinance/rf

Below are the tracked changes of the amendments to the text:

#### **7.40.140 Definitions**

- f. "Defined Area of Cultivation" means a single, ~~flat, horizontal~~ area of rectangular or circular shape ~~and with~~ visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.

#### **7.40.200 Conditions Creating Public Nuisance**

- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver ~~who occupies the parcel as their primary place of residence.~~
- d. Marijuana plants in public view as defined in Section 7.40.140 of this Chapter.

#### **7.40.300 Exceptions**

- b. The cultivation is conducted by one or more a qualified patients or primary caregivers and at least one of the plants being cultivated is for the qualified patient or primary caregiver who occupies the dwelling as their place of residence, and

#### **Committee Action:**

This item was prepared as a result of direction by the Marijuana Cultivation Ad Hoc Committee.

#### **Fiscal Impact:**

No changes from adoption of original ordinance.

#### **Attachments:**

Ordinance Repealing and Reenacting Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40

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

**AN ORDINANCE REPEALING AND RE-ENACTING SUBSECTIONS 7.40.140(f),  
7.40.200(c), 7.40.200(d), AND 7.40.300(b) OF CHAPTER 7.40, TITLE VII REGARDING  
MARIJUANA CULTIVATION**

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: *Pat Harmon*

**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. Subsections 7.40.140(f), 7.40.200(c), 7.40.200(d), and 7.40.300(b) of Chapter 7.40 of Title VII of the Yuba County Ordinance Code is hereby repealed and re-enacted to read as follows:

**7.40.140 Definitions**

- f. "Defined Area of Cultivation" means a single area of rectangular or circular shape with visible boundaries, wherein all portions of cultivation, including all of the marijuana plant canopy, resides within and that vertically projects no higher than the fence or wall screening the cultivation from public view.

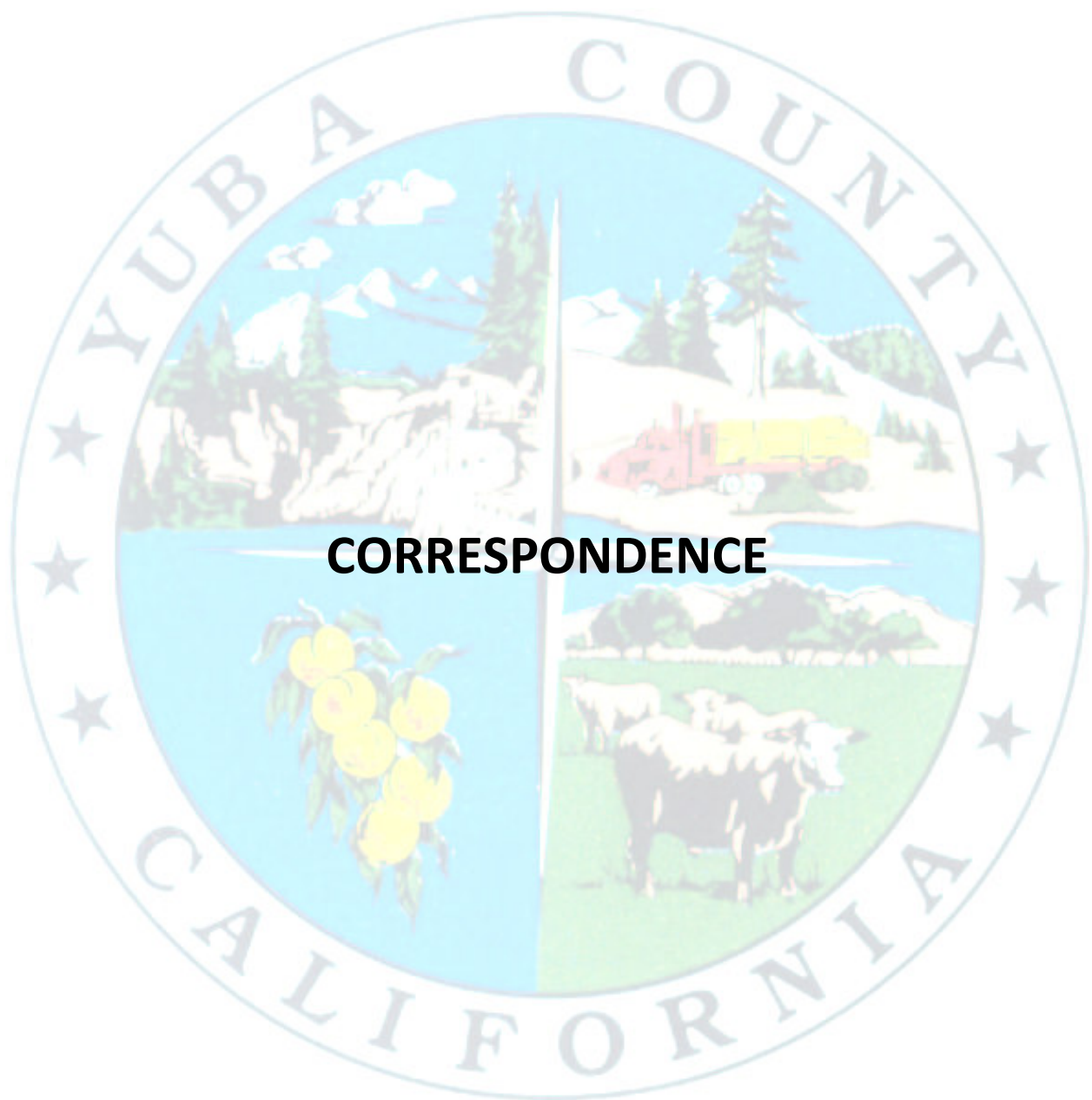
**7.40.200 Conditions Creating Public Nuisance**

- c. The cultivation of marijuana on a parcel by anyone other than a qualified patient or a primary caregiver.
- d. Marijuana plants in public view as defined in Section 7.40.140 of this Chapter.

**7.40.300 Exceptions**

- b. The cultivation is conducted by one or more qualified patients or primary caregivers and at least one of the plants being cultivated is for the qualified patient or primary caregiver who occupies the dwelling as their place of residence, and

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.



**CORRESPONDENCE**



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## SUTTER-YUBA MENTAL HEALTH SERVICES

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

271-12




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

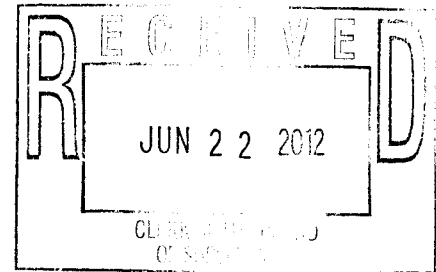
**Administration Services**  
**(530) 822-7200**  
**FAX (530) 822-7627**

### ***Memorandum***

DATE: June 20, 2012

TO: Sutter County Board of Supervisors  
Yuba County Board of Supervisors

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



SUBJECT: Mental Health Board's Annual Year-End Report for FY 2011-12

Enclosed is the Mental Health Board's Annual Year-End Report which includes the goals developed for Sutter-Yuba Mental Health Services for FY 2011-12.

As the Mental Health Director, I agree with the recommendations and comments offered by the Mental Health Board and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them. In particular, I wish to thank the Vice Chair, Marc Myers for his contributions and commitment to the activities of this Board.

BL/js

Attachment

**BOS CORRESPONDENCE A**

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

Adult Outpatient Services: 822-7200  
Wellness & Recovery: 822-7200  
Substance Abuse Services: 822-7200

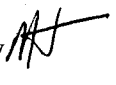
TTY-CRS 800-735-2929  
Psychiatric Emergency Services: 673-8255  
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478  
Youth Services: 822-7513

**SUTTER-YUBA**  
**MENTAL HEALTH BOARD**  
*1965 Live Oak Blvd.*  
*Yuba City, CA 95991*  
*(530) 822-7200*

DATE: June 6, 2012

TO: Sutter County Board of Supervisors  
Yuba County Board of Supervisors

FROM: Margery Hubbard, Board Secretary   
Hannah Hogan, Member  
Nick Sohrakoff, Member

SUBJECT: Annual Report for Fiscal Year 2011-12

The purpose of this memorandum is to forward the Mental Health Board's Annual Year-End report to you. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Mental Health Board – (MHB)

The MHB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Mental Health programs and services. Currently, the MHB meets on the first (1st) Thursday of each month (except August and December).

Personnel changes during the year include the resignations of David Markland and Jaclyn Bain. Presently there are three vacancies on the Board, a Consumer designation from Yuba County; an At-Large and a Family Member designation from Sutter County. However, the MHB is currently considering a candidate for Jaclyn Bain's former seat on the Board representing Sutter County.

Also during the year, the MHB revised its Bylaws to remove obsolete language and refine the nomination process each year.

Administration

The main challenges facing Sutter-Yuba Mental Health Services (SYMHS) over the past year continue to be funding issues, but SYMHS continues working to be more efficient and to make better use of its assets and resources.



The vacant position of Deputy Mental Health Director for Clinical Services was filled by Laura Ruble in February. She will continue serving as the Compliance Officer until a new appointment can be made in the coming weeks. Other personnel changes in Admin include the resignation of the Executive Secretary Nancy Fontinel in April and the subsequent appointment of Leah Konvalin to that position in May.

#### Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems. There are five Components of the Plan, namely: Community Services & Supports (CSS); Prevention and Early Intervention (PEI); Workforce and Education (WET); Capital Facilities and Technical Needs (CAPIT) and Innovation (IP).

- ✓ MHSA – CSS and PEI Components  
A public hearing was held in February to consider updates the annual Three-Year Expenditure Plan for both the CSS and the PEI Components of the MHSA Plan.
- ✓ MHSA - Workforce Education and Training (WET) Component  
Following approval of the WET Plan Component in October, Megan Spooner was recently hired as the WET Coordinator in May to move the plan forward.
- ✓ MHSA Capital Facilities and Technology (CAP/IT) Component:  
Following approval of the CAP/IT component last year, some funding has been spent to remodel the White House facility and to purchase hardware, software to meet federal and state mandates for the new a new Electronic Health Record (HER) which was realized in April when SYMHS converted its Medical Records to (HER) including its fiscal practices.
- ✓ MHSA Innovation Plan (IP) Component  
The final component of the MHSA Plan, the Innovation Plan Component (IP) is currently underway. Recommended projects for consideration are expected be reviewed by the Mental Health Board at its June 2011 meeting. Funding for this component is \$1.47 million to be allocated to eight final projects pending a 30 day public hearing to consider this portion of the Plan.

In February, another highly successful External Quality Review Organization (EQRO) Review was completed and in March staff completed the EPSDT (Early Periodic Screening and Diagnosis) audit for 2010-2011 which revealed improvement in all areas with fewer denials.

Budget – It is important to note that MHSA funding allocated for a given year is based on taxes received two years previously, so during FY 2011-12, SYMHS will be impacted by the continued downturn in the economy occurring in FY 2010-11. Unfortunately, this will present significant fiscal concerns over the next several years to the SYMHS.

The Mental Health Services Act (MHSA) services have increased and the core Mental Health services have decreased. With regard to revenues, MHSA funding will increase slightly and the core budget will decrease. The State continues to be an unreliable partner, delaying payment for services rendered. Also the impact of 2011 Realignment is still uncertain at this time. The Mental Health Director continues to be diligent to contain costs while providing essential services to our community.

Program Goals:

SYMHS Program goals were established at the July 2011 meeting and were revisited in March 2012. At present, nearly all program goals are either complete or on track for completion. A copy of the FY 2011-12 Program Goals including the status of each goal is attached for your information.

MH/js

Attachment

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2011-12***

**Administration (Brad Luz and Admin Staff)**

**Administration (Brad Luz and Admin Staff)**

1. Manage programs, and staff to sustain and improve services within the County and State budget environments, adapting to changes enacted in AB 100 and in state budget legislation to follow.

*Programs and budget have been managed conservatively. Core staffing has been maintained.*

*Three performance improvement projects were completed. The first reduced the waiting period for services while reducing the no show rate in Adult Outpatient Services. The second provided better case management and shorter access time to outpatient services for those returning from Psychiatric Inpatient hospitalizations. A third effort looked at managing the cost for services for children in psychiatric outpatient settings that exceeded \$3,000 per month in any given month. The net result of these three efforts were more timely access to service, reduced re-hospitalization, fewer missed appointments, better utilization of staff and fiscal resources overall.*

*AB 100 and AB 118 have changed funding sources and caused significant organizational changes at the State level. FY 2011-12 has been a year of interaction with California Mental Health Director's Association (CMHDA), California Association of Alcohol and Drug Abuse Counselors (CADAAC) and California Substance Abuse Counselors (CSAC) to better understand what changes in the legislation mean for mental health and substance use treatment services at the county level. Proposition 63/Mental Health Service Act (MHSA) monies were used by the Legislature to replace State General Fund contributions to the Mental Health Services budget for FY 11-12.*

*AB 109 has resulted in the formation of Community Corrections Partnerships (CCP) in both Sutter and Yuba Counties. Sutter-Yuba Mental Health Services (SYMHS) is an active partner in both of these collaborative planning bodies. Sutter County Probation has partnered with SYMHS to hire two CADAC certified drug counselors to provide services to the PERC population.*

2. Proceed with purchase and implementation of an Electronic Health Record (EHR) system with MHSA Technological Needs funding, including the following:
  - a. Prepare for sole-source purchase of EHR systems working with the County Administrator's Office and with the Public Works and IT Departments.
  - b. Negotiate and finalize contracts with an EHR software vendor and an application service provider (ASP) for implementation of an EHR system.
  - c. Hire staff and begin EHR software implementation with ASP vendor.
  - d. Train staff in use of EHR system with goal of implementing system within six-months.

*SYMHS was successful in negotiating and executing a successful purchase contract for Anasazi Software with MHSA Technology needs funding.*

*A contract was successfully negotiated and executed with Kings View Information Technology to act as the Administrative Service Provider (ASP) to install and manage the EHR system purchased from Anasazi Software. Given the current state of the economy and local government sensitivity to hiring new county employees, much of the staffing to manage and implement this project have been hired by the ASP provider as their employees for the duration of the project.*

*Kings View Information Technology has established a training schedule that will go from January through June 2012 to train 225 SYMHS staff members and service provider staff on the function and use of the software system.*

3. Continue to implement MHSA programs with special emphasis on:
  - a. Fiscal management of both Mental Health and MHSA budget units to assure optimal use of resources.
  - b. Plan development for MHSA Capital Facilities grant implementation working with the County Administrator's Office and Public Works.
  - c. Address components of MHSA funding that have not yet been applied for; i.e., Workforce Education and Training (WET) and Innovative Programs (INN) funding.

*Community Services and Supports (CSS) and Prevention, Early Intervention (PEI) phases of MHSA funding are fully implemented and ongoing. Annual Plans are revised and submitted to the Mental Health Advisory Board for their review. Public Hearings are also held each year, prior to submission of the new plans, to inform the public and gather any community input.*

*Monies for the MHSA Capital Facilities improvements to the building at 1951 Live Oak Boulevard (also known locally as the 'white house') were received. In a planning meeting Sutter County Public Works (SCPW) director and key staff it was determined that the original estimate given SYMHS by SCPW was short by \$200,000 for the work originally planned.*

*This news led to a period of re-thinking the scope of the project. The goal is to convert the building to use as a Wellness and Recovery program for Adult Outpatient Services. Modest facility improvements have been approved for immediate action. These include bringing the electrical system up to code; widening the front door to meet current facility codes to meet American Disabilities Act (ADA) requirement, and remodeling the bathroom facility.*

*A proposal to draw down Workforce, Education & Training (WET) monies was successful and the money received. SYMHS is currently advertising to fill the WET Coordinator role. This will be a four year contract position because the funding is time limited. The WET plan submitted and approved is the business plan to be implemented.*

*Innovation monies have been received by SYMHS. Efforts are presently underway to develop several small proposals which will meet the criteria for the expenditure of these*

*funds locally. This proposal is slated to be completed by April 2012 and submitted to the Mental Health Services Act Oversight and Accountability Commission (MHSOAC) in May 2012 for their review and approval.*

Administrative Services (Steve Marshall, Donna Thompson, and Patrick Larrigan)

1. Improve timeliness of annual cost report submission.  
*We are currently up to date on cost report submissions. The FY 2010-11 cost report template has not been released by the State, but is projected to be due in early summer.*
2. Closely monitor payments from the State of California and manage cash flow for both budget units.  
*We continue to effectively monitor payments from the State but Realignment II provides additional challenges. We are working to create a process that accurately reflects payments as they are received. Cash flow is reviewed on a regular basis and analyzed for accuracy and sustainability. New documentation requirements imposed by the Auditor's Office are highly labor intensive and sometimes impossible to meet timely, resulting in difficulty transferring funds to the proper accounts in our budget units. This could present renewed prior to maximum expenditure or ending date. A contract database has been examined and may be implemented in the future.*
3. Continue to improve timeliness and tracking of contract renewals and approvals.  
*Contract timeliness and tracking has improved over the past year. Collaboration between business office staff and contracting staff has improved thus allowing contracts to be renewed prior to maximum expenditure or ending date. A contract database has been examined and may be implemented in the future.*

Goals for Business Office (Donna Thompson and Business Office Staff)

1. Continue to improve processes and procedures in the Business Office to increase efficiency and effectiveness.  
*The Business Office has realized improvement in business processes over the past year and continues their effort to revise processes for improved efficiency and effectiveness. The implementation of the Anasazi Electronic Health Record (EHR) will assist the Business Office to achieve greater efficiency and more accurate billing processes.*
2. Continue to document Business Office processes by creating detailed policies and procedure for each functional area. Documentation of processes is critical for improvement efforts and for implementation of a new data system.  
*It has been difficult to document processes used with the current data system because of the complexity of the system. Efforts are being focused on documenting processes that are evolving throughout the implementation of the Anasazi EHR systems and to remove those processes and policies no longer necessary.*
3. Provide meaningful training to staff, including cross-training to ensure there is back-up available in all areas for assistance during periods of absence and increased workload.  
*Staff turnover has validated the benefits of cross training in the Business Office. Continual cross training will be used to bring new staff on board and ensure that work flow continues during periods of absence and increased workload. Additional staff have*

*been trained to cover Youth Services and new staff are being trained in multiple areas of the business office in an effort to free up lead staff to focus on improving the intake of revenue and expense reduction.*

**SY Mental Health Departmental (Program) Goals  
Identified for FY 2011-12**

**Adult Outpatient Services (Linda Loos, Hardeep Cloty, Mark Schlutsmeyer, Susan Redford, Angie Colbert, Emerita Banuelos, Charlie Benson, Sheela Zacharia)**

1. Reduce the adult re-hospitalization rate by 10% from previous year in the 2011-12 fiscal year. Adult Outpatient Team members, as appropriate, will work collaboratively with PHF & PES staff to reduce adult re-hospitalizations via the development of collaborative discharge plans.  
*This goal is being addressed by both Adult Outpatient and PHF/PES staff via our re-hospitalization clinical Performance Improvement Project (PIP). Our most significant accomplishment during this past year regarding this goal has been improved collaboration between inpatient and outpatient staff involved in the development of discharge, short, and long-term treatment planning for clients. The "In and Out" Meeting was implemented as part of this effort, and now occurs every Thursday from 9—9:30, immediately following Special Ops. While we have not reduced re-hospitalizations by 10%, re-hospitalizations have declined YTD, and we attribute this to better teamwork, providing us with a more effective platform from which to better meet the needs of clients who tend to need frequent inpatient treatment.*
2. Each adult outpatient treatment team (HOPE FSP, BEST, Wellness & Recovery, Ethnic Outreach, Nursing, Adult Urgent Services, and Sutter & Yuba County Cal WORKS) will identify one specific desired outcome to measure and track. Teams will report identified outcome data to the Program Manager on a monthly basis, and the data will be reviewed & analyzed quarterly, as indicated in item 3, below.  
*Most of the teams have now identified pertinent outcome measures and are consistently tracking program data.*
  - *The HOPE FSP Team will be obtaining and comparing LOCUS scores for anyone admitted and anyone discharged.*
  - *The Wellness Team will be tracking "client-staff navigation meetings", ensuring that all clients enrolled in Wellness & Recovery meet with their program Navigator at least once every three months.*
  - *Sutter County CalWORKS is tracking delivery of co-occurring therapy services in a group versus 1:1 format.*
  - *BEST is tracking Older Adult Outreach and Training efforts in the wider community.*
  - *Adult Urgent Services is tracking access, timeliness, and client satisfaction data. In addition, this team has elected to track persons presenting with active co-occurring substance use disorders, and will be providing group & 1:1 services focused on engaging clients in treatment.*
  - *As part of Ethnic Outreach, the Hmong Outreach Team is tracking implementation efforts pertaining to the Traditional Healers Project. All Ethnic Outreach staff have been tracking services provided in the community and in the Live Oak Clinic as well as all training and outreach efforts.*
  - *The Yuba County CalWORKS provider tracks data regarding capacity and productivity.*
  - *Nursing staff currently track productivity and over the next few months will identify additional outcome measures to track, such as efforts surrounding the*

*reduction of yearly out-of-pocket pharmacy costs as well as nursing/client utilization of time held out of scheduling for the adult outpatient doctors' "No Show Clinics".*

3. Team Leaders/Supervisors and Adult Outpatient Program Manager will develop program-specific "action items" based upon quarterly reviews of program & productivity data. The AOP Team will then generate a collaborative year-end report based on observations, trends, action items, and results of any actions implemented. *This is a process that is now starting to occur on an ongoing "as-needed" basis. For example:*
  - *At the present time, we (program manager/nursing staff/medical clerk/psychiatry providers) are reviewing & revisiting the initial format of the psychiatry "No Show Clinics" based on data collected over the past two years. Much of the time set aside for these clinics is not being appropriately utilized, and we're trying to ascertain why this is occurring.*
  - *Recently, the Adult Urgent Services Team met with the AOD Team to discuss and address significant gaps in service for persons with co-occurring disorders, based on data collected over the past three years. This meeting provided the impetus for Adult Urgent Services providers to develop a motivational enhancement/engagement "bridge" group for persons with positive toxicology screens and/or actively under the influence when presenting for mental health services.*
  - *Additional examples will be presented as we develop our collaborative year-end report.*



**SY Mental Health Departmental (Program) Goals  
Identified for FY 2011-12**

**CSOC and Youth Services (Jackie Stanfill and Sandra Turnbull)**

1. CSOC

a. Provide service within scope of available funding and staffing:

- Examine workload and determine feasibility of more group services.
- Coaching staff about how to manage themselves as a resource – increasing services where warranted and decreasing where warranted.

*Staff have held up throughout the year. We have not had to close referrals for much of the time. We are now actively accepting referrals with the addition of a therapist and a case manager. I conducted a meeting with case management staff regarding how to manage the work load.*

b. Maintain staff morale and productivity through:

- Continued conversations with staff about compassion fatigue and self care.
- Monitoring time spent in direct client care and discussing ways to improve where needed and acknowledging success.
- Continuing with positive work environment strategies such as celebrations for important events, the U Rock Box – affirmations for staff actions, and maintaining fair distribution of workload and expectations.

*Discussed compassion fatigue regularly in staff meetings. Offered incentives for improved direct care time. Conducted half day event to examine our ideals and realities of the job we do. Marked the 5 year anniversary of Transition Aged Youth (TAY) with a celebration.*

c. Continue implementation of CALOCUS:

- Require that CALOCUS be completed on each new case.
- Require that regular review of CALOCUS happen with ongoing cases.
- Ensuring input of CALOCUS scoring into spreadsheet for tracking purposes.

*CALOCUS had been done on CSOC caseload. It is time to do them again as it has been 6 months since the first ones were done. There is a CALOCUS spreadsheet that I am using to track the scores. It is too early to really see any trends or to have enough data to examine.*

- Youth Services

- a. Realign services within scope of funding change and resulting budget constraints by working with CSOC manager, subcontractor, and SYMHS administrative team to establish extent of resources; which services can continue to be provided; combining resources with CSOC team where feasible; implement more group work in clinics.
- *Youth Services increased the number of shared cases with CSOC when they were low on therapists during this Fiscal Year*
- *Absorbed cases of Spanish Speaking clients from subcontractor's waiting list*
- *Implemented face to face triage process with parents in August 2011.*
- *Established Grandparent's Raising Grandchildren Support Group*
- *Currently looking to establish Second Step parenting curriculum and Los Bien Educados acculturation groups.*

- b. Assist staff in transitioning to new Electronic Health Record (EHR) by keeping them informed of progress in the transition, having them attend training; incorporate suggestions for Youth Services record keeping within the new system where possible; engage staff who understand computers to assist other staff may not be as comfortable adapting to use of EHR.
- Have kept unit informed of progress regarding implementation and efforts of the department to keep staff informed (Admin/Supervisor meetings, Departmental Meetings); and the need to remain flexible as administrative time is used for re-orienting and operating two systems.
  - Have identified key staff to act as resources to other staff when clinical training in EHR gets underway
  - Scheduled staff for training
- c. To continue to recruit trainees within Department capacity to train and support them by keeping up contact liaison with California State University Sacramento and Chico, and with University of California San Francisco, and coordinating trainees within the department to meet their educational goals, and trouble-shoot problems.
- *Continue to recruit trainees and act as liaison with universities for training purposes.*
  - *Currently in the Department we have two Bachelor of Social Work trainees; two first year Master's of Social Work trainees; and one second year Master of Social Work trainee.*

*Other efforts have been made but not been fruitful for developing the department as a site for University of Phoenix's Human Services Bachelor's Program.*

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2011-12***

**Quality Assurance Office (Laura Ruble, Sue Belcastro & Staff)**

1. Develop documentation training modules for all areas of Medi-Cal documentation requirements. Offer trainings on a monthly basis in a classroom typesetting and post these trainings on the Sutter Intranet. Staff can work through the modules, complete a short test and receive Continuing Education Credits for completing the on-line module(s).  
*The Roundtable Documentation Training modules are in place. There have been 4 trainings thus far and more are scheduled on a monthly basis. Staff appreciates the opportunity to receive CEU's and on-site education that relates directly to their job duties.*
2. Continue regular oversight of the 2 Performance Improvement Projects and continue to assist the agency strive to provide excellent quality of service and identify areas of improvement when needed.  
*Both Performance Improvement Projects (PIP) are moving towards completion. The Early Periodic Diagnosis Treatment (EPSDT) PIP has shown a 43% reduction of youths receiving over \$3000.00 per month in outpatient mental health services. This frees up resources to offer treatment to more youths. The Readmission PIP has shown improvements in Inpatient/outpatient collaboration, better discharge dispositions and increased time out of the hospital.*
3. Have all clinical staff using the computerized documentation templates in preparation for the Electronic Health Record. Provide support, training and education to support this change.  
*Staff has transitioned well into using computerized forms. This is not 100% of staff yet. We are moving very quickly into the training phases of EHR and clinical staff has received some preparation training. Continued training, support and education will continue to help decrease staffs' level of anxiety and increase their adaptability to the EHR.*
4. Establish a complete master log of all staff signatures and titles for the agency.  
*This project was completed and the master log resides in medical records. It is due for updating.*
5. Determine what critical functions need to be absorbed within the agency given the recent retirement of the only other full-time staff in the Quality Assurance Office (QAO).  
*Resources are being provided by the Transcription team and a medical secretary. This has been an enormous support to the QA office. Our QA Medical Record RN resigned last week to pursue full retirement. Karen Cartoscelli, RN did a great job for us with chart reviews. She will be missed. QAO is hopeful to replace this position as it is a contract.*

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2011-12***

**Psychiatric Health Facility (PHF) Program (Doug Bond, Program Manager)**

1. Reduce the adult re-hospitalization rate by 10% in the 2011-2012 fiscal year. PES and PHF staff will work collaboratively with AOP staff in the development of collaborative discharge plans.  
*Readmits were reduced, but probably not by 10%. I will have more accurate information by the end of this week (1/27).*
2. Continue to update the existing Psychiatric Health Facility (PHF) Policy and Procedure manual.  
*Ongoing project.*
3. Continue accepting and building up out of county referrals to the PHF unit.  
*We now have contracts in place with eight other counties.*

**Psychiatric Emergency Services (PES) Program (Doug Bond and Maura Briseno)**

1. Continue the billing program in Psychiatric Emergency Services (PES).  
*Ongoing. Actual billing numbers were not available at this time.*
2. Continue to update PES training/orientation manual and process.  
*Did not occur.*
3. Continue to update the existing PES Policy and Procedure manual.  
*Ongoing project.*
4. Provide monthly data and statistical report to assist with Board reporting.  
*We provide information monthly.*



## SUTTER-YUBA MENTAL HEALTH SERVICES

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



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

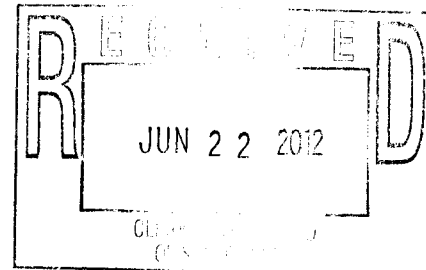
**Administration Services**  
(530) 822-7200  
FAX (530) 822-7627

### Memorandum

DATE: June 20, 2012

TO: Sutter County Board of Supervisors  
Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D. *Brad Luz*  
Assistant Director of Human Services for Mental Health  
Alcohol & Drug Administrator



SUBJECT: Substance Abuse Advisory's Board's Annual Year-End Report for FY 2011-12

Enclosed is the Substance Abuse Advisory Board's (SAAB) Annual Year-End Report which includes the goals developed for the Alcohol and Other Drug (AOD) program.

As the Drug and Alcohol Administrator, I agree with the recommendations and comments offered by the SAAB and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them, in particular, Chairperson Tom Collins for his contributions and leadership this past year.

BL/js

Attachment

### BOS CORRESPONDENCE B

• 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

**SUTTER-YUBA**  
**SUBSTANCE ABUSE ADVISORY BOARD**

*1965 Live Oak Boulevard  
Yuba City, CA 95991  
(530) 822-7200*

DATE: June 14, 2012

TO: Sutter County Board of Supervisors  
Yuba County Board of Supervisors

FROM: Board Member John Summers,   
Board Member Narinder Dhaliwal  
Supervisor Stan Cleveland

SUBJECT: Annual Year-End Report for FY 2011-12

On behalf of Chairperson Tom Collins and the Substance Abuse Advisory Board (SAAB) the purpose of this correspondence is to communicate the SAAB's Annual Year-End Report to the Board of Supervisors.

The SAAB is comprised of consumers, agency representatives and staff that represent a diverse cross-section of the Yuba and Sutter area. Monthly meetings are held at Sutter-Yuba Mental Health Services and generally begin with a presentation from local organizations that provide services in the drug and alcohol arena, followed by staff reports and public comment. At every meeting the Alcohol and Drug Program Administrator and Program Manager briefly review the budgetary status of program funding and updates the Board on current program activities.

The SAAB follows a strict process of fact finding and clarification on all issues that require a vote and/or an endorsement of the SAAB. Program Goals which are developed at the July meeting are revisited during the year. Copies of the Program Goals developed for FY 2011-12 including the status of each goal are attached for your information.

The SAAB currently has one vacancy representing Yuba County.

The Alcohol and Drug Program includes Options for Change, First Steps, Integration of Services for Co-Occurring Disorders (COD) and Prevention.

This year, as in the past, the budget has been challenging due to decreased Federal and State funding and there continues to be limited hiring to fill vacancies.

Yuba County was awarded the Comprehensive Drug Court Implementation (CDCI) Grant in the amount of \$78,000.

The Alcohol and Drug Program had a successful site visit from the State Alcohol and Drug Program in late January 2012.

Other prevention and intervention activities conducted over the past year include:

- Health Fairs - Staff distributed information about programs and how to obtain help for substance abuse.
- Wellness and Recovery Rally - Included in the event was a sub-sandwich contest, a Wellness Walk, Fashion Show, Games, Booths Music and a Raffle.
- Voices of Recovery - People in recovery representing different agencies and programs of both counties spoke to the community about recovery and how it changed their lives. This year there were ten speakers and standing room only.
- Education included Red Ribbon Week - During Red Ribbon Week, "Plant the Promise" was implemented again this year in both counties. Children planted 3,000 red tulips and promised to be healthy. In April, when the tulips were blooming, the schools were revisited to measure the success of plant and youth health.
- Run Drugs Out of Town - This was the 7<sup>th</sup> annual community run to encourage a drug free community. This year over 700 people attended the run. Included was a free breakfast sponsored by the Kiwanis Early Risers group and a hot dog roast.
- Outreach at Gold Sox Stadium - Drug prevention was the theme at one of the Gold Sox games. There were featured guests during half time and people were encouraged to visit the booths set up with prevention materials.
- Recovery Happens Picnic - This annual picnic is held in September in honor of Recovery Month. This year it was held at Sam Brannan Park and it was well attended. There was music with a DJ and a raffle.
- Mural Contest - A contest was held among the schools to come up with the best mural. The winner's mural went on display at the mall and various locations throughout the community.

JS/js

Attachment

**Results of SYMHS Alcohol and Other Program Goals  
Identified for FY 2011-12**

Alcohol and Drug Program Services, including First Steps Perinatal Program, and other Prevention Programs (Nancy Lee, David Scott, Dulia Aguilar & Kelly Scott)

**Options For Change – David Scott**

***Stabilize Treatment programs***

**1. Development of Treatment Courts**

Dialogue with Presiding Judges in Yuba and Sutter County Family Courts.( July – September 2011) *During this past year we did discuss the possibility of looking into a Federal Grant for a Dependency Court. However, the team was kept busy with the Cal E-M-A grant for regular Adult Drug Court. We did not have any further Discussion. Judge Givens is interested, however, Judge Buckley, the Family Court Judge, is not at this time. He has announced his retirement that will happen sometime in the near future. (Ongoing)*

Secure Court's in Sutter and Yuba Counties permission to establish a work group to pursue Treatment Court grants per SAMHSA and the Judicial Counsel. *We have not secured permission in either court at this time. Sutter and Yuba County courts are in transition right now with Judges in both courts retiring and new ones to be elected in the months to come. (Ongoing)*

Obtain Federal Grants announcements released in April 2012; develop grant language & budget (May – June 2012); submit approved grant proposal(s) (June 2012). *We did not apply for these grants this year. (Ongoing)*

**2. Utilize Adolescent Drug Treatment dollars to provide training and implement Adolescent Matrix Model Program.**

**a. Identify appropriate staff and provide training (August – December 2011).**

*Staff were identified and trained. Carrie Barlean and Donya Huett of Sutter County Probation were sent to the Matrix Institute in Los Angeles 9/12/11 through 9/13/11. (Completed)*

**b. Select 15 clients to be served and implement 16 week treatment program; repeat x 3 during fiscal year serving up to 45 clients annually (December 2011 - 2012). At this time Probation has not started the program. (Ongoing)**

**c. Develop quarterly reports on demographics of clients served and outcomes for clients served by Adolescent Treatment Program (December 2011, March 2012, and June 2012). (Ongoing)**

**3. Assisted in Streamlining the Community Care Program (CCP) for Clients Referred by Sutter County Courts. Fortunately, we have been able to hire two more full time Intervention Counselors assigned to Sutter County Probation which now totals 3 full**



*time Alcohol and Other Drug counselors. The process has already been established with the current team, which up until now we used other part-time counselors to do the program. (Completed)*

- a. Continue Treatment Groups to include Moral Reconciliation Therapy (Phase 1); Matrix Treatment (Phase 2) and Relapse Prevention Group (Phase 3) – Initiate new phase every 16 weeks through year. *(Complete) This has been achieved. Rudy Rodriguez, LAADC has provided Orientation, Phase I Groups 4-8 weeks and Assessments. While Donna Lester, LAADC has provided the Phase II >IV groups plus Assessments. Donna Brown, LAADC has provided Assessments and Group Facilitation for the CCP's night group. Lori Stone, LAADC has been hired to assist Ms. Lester with the CCP program and is starting to take over Orientation and Phase One Groups. Many clients can graduate within a 6 to 9 month period depending on how hard they work. The client counts are as follows:*

*Orientation Group: This group is the information gathering group where client complete screening packets in a controlled group environment. The packets contain forms that are required by the Federal Government, the State and the County, such as the release of information, follow-up request, Health Questionnaire and other important information that will assist the staff in developing an individualized treatment plan. Orientation averages 4 to 12 clients per group; it can host up to 15.*

*Support Group: This group fluctuates significantly but the last 4 groups have been consistently 11-16 every week.*

<i>Phase I</i>	<i>14 Clients</i>
<i>Phase 2-4</i>	<i>11 Clients (a.m. Group)</i>
<i>Phase 2.4</i>	<i>7 Clients (p.m. Group)</i>
<i>Wednesday Night Group</i>	<i>6 Clients (this number is very low for the first time since the program started, we usually have 10 and have had up to 17)</i>

*There have been 24 graduates in 4 graduation ceremonies*

*At this time there are two full time Addiction Counselors assigned to Sutter County Probation and another started on March 12, 2012. Between the three (3) counselors they will be providing seven (7) groups and up to nine (9) assessments per week. This process has put the Options for Change Program in a time of transition. After the Sutter County CCP program is fully staffed, we will bring the two (2) part-time counselors back to the Options for Change, program 50 services so they can assist in serving our Yuba County Probation, Co-occurring, Out of County, State Parole, General Population referrals and clients currently enrolled. Current client count for Program 50 at Mental Health is:*

*Orientation held weekly: 6 to 12 clients weekly {15 max.}*

<i>Phase I</i>	<i>18 Clients</i>
<i>Phase 2-4</i>	<i>12 Clients (a.m. Group)</i>
<i>Phase 2-4</i>	<i>8 Clients (p.m. Group) Wednesday Night</i>
<i>Yuba County Drug Court</i>	<i>9 Clients</i>
<i>Co-occurring Group</i>	<i>5-8 Clients weekly</i>
<i>Sutter County Drug Court</i>	<i>17 Clients</i>

- b. Continue Evening Family Matrix Group ( On-going 2011 - 2012) *(On-going 2011 - 2012) We have continued the Evening Family Matrix Group for Program 50 and the CCP clients. The group averages 20-30 clients, friends and family members in attendance for every family group. (Ongoing)*
- c. Report on demographics for clients referred and outcomes for clients treated to be developed and published quarterly for CalEMA. *These reports are processed by Sutter County Probation. See Attachment 1.*

### **First Steps – Kelly Scott**

1. Evaluate various evidence based curriculum programs for use in the Continuing Care phase of the program. *The Continuing Care Counselor and Program Coordinator reviewed several evidenced-base curriculum programs including: Trauma-Informed Substance Abuse Treatment for Women, Forever Free, Helping Women Recover, A Women's Path to Recovery and Living in Balance. After careful consideration it was agreed the program which best met our needs and would be the most economical to use was the Living in Balance program twenty-one supplemental sessions (sessions 13-33). The supplemental sessions include in-depth, focus topics that are customizable for different client populations. All of the session handouts are reproducible. The cost for the twenty-one supplemental sessions is \$595.00. We will be submitted a proposal to the Innovation project for funding. (In Progress)*
2. Provide or arrange for client education regarding the effects of alcohol and drug use during pregnancy and breast feeding. *The Program Coordinator is currently in discussions with the Yuba County Health Department Supervising Public Health Nurse to arrange regular presentations on the topics of the effects of alcohol and drug use during pregnancy and breast feeding. (In Progress)*
3. Develop contingency plan for new referrals if program reaches maximum capacity of forty clients. *Due to recent staffing changes at First Steps, which reduced the Phase I capacity, it was necessary to re-implement the Support Group for new referrals. Support Group began on 1/31/12. New referrals who enter Support Group will be required to attend on Tuesday and Thursday from 9:30 -10:30 a.m. They will also be required to attend three self-help support groups per week and submit to random UA drug screening upon request. Pregnant women will be given priority to enter treatment. (Completed)*

### **Safe and Drug Free Schools and Community – Dulia Aguilar**

1. Complete close-out process for the **Safe and Drug Free Schools and Communities grant**, the **Strengthening Families** program. Complete annual report for the program, including evaluation. *The SDFSC grant was completed and the evaluation report was submitted to ADP in June of 2011. (Completed)*
2. Continue expansion of and provide at least two facilitator trainings for the Strengthening Families program. *Two facilitator trainings were completed in the community, with 37 people trained, including probation, faith based, and school district personnel as examples. (Completed)*
3. Complete Environmental Prevention Media campaign with a focus on Prescription Drug Abuse Prevention, to include bus stop advertisements, billboards, and radio. *The Media campaign was completed, including bus stop ads, billboards, and radio ads. In addition, presentations in the community were completed, and the AOD prevention specialist recorded commercials and interviews on the Spanish language radio station. (Completed)*
4. Continue community outreach and educational prevention strategies, focusing especially on prevention of the use of alcohol, tobacco, methamphetamine and marijuana. *The AOD prevention specialist and staff completed educational strategies, including utilizing the Second Step curriculum, Strengthening Families curriculum as well as community presentations and forums. In addition, AOD prevention staff participated in a number of community events where outreach was completed, for example, the Run Drugs out of Town, Christmas Stroll, Bright Futures, and Health Fairs. (Completed)*

### **Sutter-Yuba Bi-County Drug and Alcohol Program Integration of Services for Co-Occurring Disordered Clients – Nancy Lee**

1. Continue to offer a minimum of one co-occurring co-ed group weekly (objectives of group):
  - a. Gain understanding of interrelationship between substance use and mental illness.
  - b. Learn to detect and avoid triggers that lead to substance abuse and/or mental illness.
  - c. Develop a relapse prevention strategy for both mental health and substance use.
  - d. Education about effects (temporary and permanent) of psychoactive drugs.
  - e. Education about various mental illnesses and management of them.
  - f. Encouragement to develop clean and sober support system.
  - g. Awareness of role relationships play in substance use and mental illness.
  - h. Check in and checkout of group, reporting how previous week went and reporting if client has any cravings to use on an 0-10 likert scale. Clients also

asked to report what they learned from the group and what they have planned for the week ahead.

*One Co-occurring group continues to be offered per week. Goals were met and continue to be offered. (Completed/Ongoing)*

2. Continue to offer a minimum of one Seeking Safety group per week. (Objectives of group):

- a. Adhere to the fidelity of the Seeking Safety program, following all 25 chapters.
- b. Screen participants for appropriateness for the group.
- c. Provide women with safety checklist upon entering group.
- d. Ensure that clients follow check-in and check-out protocol.
- e. Exercises given to develop better coping skills such as; avoiding people, places and things that trigger drug use or mental illness relapse.
- f. Establish a clean and sober atmosphere. Clients encouraged to be honest if drugs/alcohol were used.
- g. Clients given positive reinforcement if good coping skills are used.

*One Seeking Safety group continues to be offered per week and is facilitated by a Mental Health Therapist and an Alcohol and Other Drug Counselor. Goal a. has been met. Goal b, however, requires face to face contact with the client who is referred after initial phone contact. (Ongoing)*

3. Continue close interaction between the mental health and AOD programs. (Objectives):
  - a. Maintain open dialogue regarding clients receiving both AOD and mental health services.
  - b. Educate new physicians about referral to co-occurring groups
  - c. Work closely with the staff of the Open Door program.
  - d. Educate all staff about AOD orientation and the gateway into AOD services
  - e. Escort clients in crisis to Psychiatric Emergency Services. Discuss co-occurring issues with crisis counselor
  - f. Communicate frequently with AOD counselor and/or probation officer that client connected with.
  - g. Refer to additional (mental health) or different group if progress not being made.

*Goals a through g continue to be met. Staff from the Open Access Clinic attended an all-staff meeting held by the AOD staff (goal c.) (Completed)*

4. Further co-occurring education to all AOD staff:
    - a. Regular in-service presentations (for example; methadone, suboxone, drug laboratory techniques, relaxation techniques, trauma-informed treatment, safe transport of children, problem gambling, client culture, etc.).
    - b. Bring additional trainers, speakers to SYMHS.
    - c. Provide Moral Reconation Therapy training when budget allows.
    - d. Purchase more updated videos and literature for staff and client education.
- Continue to have presence of AOD counselor at Special Ops meetings (where high risk, co-occurring clients are discussed).

*Staff at Sutter County Probation are working to bring Moral Reconation Therapy to this area (in progress.) Updated videos and literature were obtained at no cost from SAMHSA and other sources. When anyone from the AOD program refers a client for mental health services, a staff member will attend the Special Operations meeting to ensure that client's case is reviewed prior to any contact. (Ongoing)*

**Alcohol and Drug Services Administrative Goals –**  
**Brad Luz, Ph.D., Nancy Lee, Ph.D./MFT**

- 1.) The Alcohol and Drug Administrator and the Program Manager for Alcohol and Other Drug Programs will visit five (5) Treatment/Residential Programs during the course of the fiscal year.

*Specific programs to visit would include: The Depot, The Yuba County and Sutter County Drug Courts, Progress House in Woodland, California and Hope House in Grass Valley, CA.*

*The AOD Administrator visited one program (Pathways) to review DUI charts. The Program manager visited Hope House, Skyway House, The Depot and Progress Houses.*

- 2.) Review and Search for New Grants Opportunities for Drug Treatment and Prevention Programs.

*Sources to search include SAMHSA, CalEMA, Foundation Grants, Others as appropriate.*

*A SAMHSA Communities grant targeted towards coalitions is being researched and will most likely be applied for during Feb., 2012.*

- 3.) Develop Educational Materials and Training curriculum/events to address abuse of prescription medications and risks due to use of enhanced THC products and other emerging substance abuse trends.

*a) Present a community forum event entitled, Not In Our Town, for the Fall of 2011.*

*b) Develop literature and presentation materials on increased risk of use of concentrated THC.*

*The Forum 'Not In Our Town' was held Sept. 23<sup>rd</sup>, 2011. Five presenters spoke to over 100 participants regarding prescription medication abuse.*

**RESOLUTION NO. 08-12**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WHEATLAND  
REQUESTING CONSOLIDATION OF CITY ELECTION  
WITH NOVEMBER 6, 2012 STATEWIDE ELECTION**

**WHEREAS**, the City must fill three full-term City Council member offices, which offices are up for reelection this year, at a general municipal election;

**WHEREAS**, under Elections Code sections 10400 through 10403, the City's general municipal election may be consolidated with a regular statewide election;

**WHEREAS**, there is a regular statewide election scheduled in California for Tuesday, November 6, 2012;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheatland as follows:

1. Pursuant to Elections Code section 10403, the City Council hereby requests that the City's general municipal election be consolidated with, held on the same day as, and appear on the same ballot as the regular statewide election scheduled for Tuesday, November 6, 2012.

The City office to be voted upon at that consolidated election are three full-term City Council member offices.

2. Request is further made that the Yuba County Clerk render the following services on behalf, and at the proportional expense, of the City in connection with the general municipal election:

- a. Prepare and publish all legal notices;
  - b. Verify signatures on candidates' nomination papers;
  - c. Provide necessary supplies and equipment;
  - d. Establish election precincts, polling places and appoint precinct board;
  - e. Prepare and mail sample ballots and absentee ballots;
  - f. Provide ballots, including absentee ballots, and provide voting equipment at polling places;
  - g. Canvass votes after the election;
  - h. Prepare and submit to the City Council a certification of election results; and
  - i. Perform all other duties required by federal and state law pertaining to the conduct of municipal elections, except the issuance and filing of candidates' nomination papers and the administration of applicable provisions of the Political Reform Act of 1974.
3. The City Council understands and agrees that the City shall reimburse

Yuba County in full for all services performed by the Yuba County Clerk on behalf of the City, and that the reimbursement shall be made upon presentation to the City of a bill for such services.

4. The City Clerk is hereby authorized and directed to file certified copies of this resolution with the Yuba County Clerk and the Yuba County Board of Supervisors.

**PASSED AND ADOPTED** by the City Council of the City of Wheatland on this 12th day of June, 2012 by the following vote:


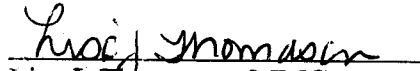
AYES: Pendergraph, West, Elphick

NOES:

ABSTAIN:

ABSENT: Coe, McIntosh

Attest:

  
Enita Elphick, Mayor  
Lisa J. Thomason, MMC  
City Clerk

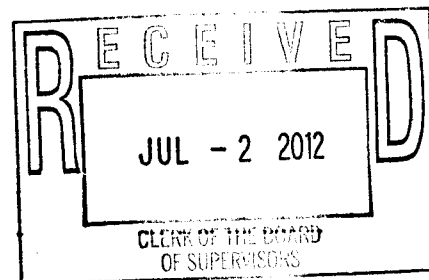
# Developmental Disabilities Area Board 3

Advocating for Families and Individuals with Developmental Disabilities in the Counties of:  
Alpine-Colusa-El Dorado-Nevada-Placer-Sacramento-Sierra-Sutter-Yolo-Yuba



June 28, 2012

Rachel Ferris, Deputy Clerk Board of Supervisors  
County of Yuba  
Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville, California 95901-5273



Dear Ms. Ferris:


As a follow-up to our conversation of June 28, 2012, regarding your appointment of Ms. Alma Amaya; it appears the appointment falls under a conflict of interest. In accordance with Welfare and Institutes Code Section 4546 (g)(1) which states:

*In order to prevent any potential conflicts of interest, voting members of the area board shall not be employees of a state, local, or private agency or facility that provides services to a person with a developmental disability, or be members of the governing board of any entity providing this service, when the service is funded in whole or in part with state funds.*

Our understanding is that Ms. Amaya is a residential provider of services to individuals funded through Alta California Regional Center. Notwithstanding Ms. Amaya's interest and clearly her understanding of the service delivery system it would appear that she presents a conflict as defined in Welfare and Institutes Code and would therefore not be eligible to serve as a member of Area Board 3.

Please convey our thank you to the Board of Supervisors for their ongoing efforts in filling the vacancy for the area board and representation from Yuba County.

Respectfully,



Michael Rosenberg  
Executive Director

Encloser

**BOS CORRESPONDENCE D**





Human Services Committee



# 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

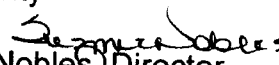


272-12

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

Phone: (530) 749-6366

**TO:** Human Services Committee  
Yuba County

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

**DATE:** July 10, 2012

**SUBJECT:** Agreement between the County of Yuba and Bloodsource, Inc. for blood drive services.

**RECOMMENDATION:** Board of Supervisors approval of the Agreement between Yuba County and BloodSource, Inc, for blood drive services at county locations for the term of July 1, 2012 and shall automatically renew for one year terms unless terminated by either party is recommended.

**BACKGROUND:** This Agreement would make it possible for County employees to participate in a blood drive sponsored by the County. The need for blood continues to grow, while the availability of donors continues to decline. Today, fewer than four of every ten people in the U.S are eligible, and fewer than one in ten actually donate.

**DISCUSSION:** This Agreement is needed to allow BloodSource, Inc. permission to use County facilities to conduct a County employee blood drive. Blood donors save lives of those who fight cancer, recover from burn injuries, transplants, trauma wounds, and more. Approximately one out of every seven people entering the hospital needs blood. One blood donation has the potential to save as many as three lives. Blood drives are a part of a great community history, the end result in a blood drive is to help others in need.

**FISCAL IMPACT:** Approval of this Agreement will not impact County general funds.

**AGREEMENT BETWEEN THE COUNTY OF YUBA  
AND  
BLOODSOURCE, INC**

This Agreement, made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the BLOODSOURCE, INC, a non-profit organization (hereinafter referred to as "BLOODSOURCE") whose principal place of business is 10536 Peter McCuen Blvd., Mather CA 95665.

**WITNESSETH**

**WHEREAS**, BLOODSOURCE is a non-profit blood bank and donor service company; and

**WHEREAS**, the COUNTY is the owner of certain real property located in Yuba County, California; and

**WHEREAS**, the COUNTY desires to grant to BLOODSOURCE and BLOODSOURCE desires to receive authorization from the COUNTY to use COUNTY property for the purposes of conducting a mobile blood drive at one or more county locations, including 5730 Packard Avenue, Marysville, CA 95091; and;

**WHEREAS**, it is the intent of the parties hereto that such use shall be in conformity with all applicable state and local laws;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the COUNTY and BLOODSOURCE mutually agree as follows:

1. The COUNTY hereby grants to BLOODSOURCE and BLOODSOURCE hereby agrees to accept from COUNTY authorization for use of those portions of the property described herein below for the purpose of so stated hereinabove.
2. The property shall be utilized by BLOODSOURCE for the sole purpose of conducting a mobile blood drive which shall take place between the hours of 8:00 am to 5:00 pm and on dates and locations mutually agreed by both parties.
3. The term of this Agreement shall commence July 1, 2012 and shall automatically renew for successive one (1) year terms unless terminated by either party in accordance with Provision 9.
4. The use granted herein is personal to BLOODSOURCE. It is non-assignable and any attempt to assign this Agreement shall terminate it.

5. BLOODSOURCE agrees to the following:
  - a. That said use shall be only for the purpose noted herein.
  - b. BLOODSOURCE will provide all materials and supplies need to perform the blood drive, including but not limited to, needles, cotton swabs, tubing, food for recover, power and fuel.
  - c. BLOODSOURCE shall provide qualified and licensed and/or certified employees to draw blood.
  - d. BLOODSOURCE will set up and clean up necessary equipment.
  - e. BLOODSOURCE shall in no way perform or cause any permanent modifications or alterations at or to COUNTY property.
  - f. BLOODSOURCE agrees to maintain and keep COUNTY property free of trash and litter which is generated as a result of BLOODSOURCE's use of COUNTY property. BLOODSOURCE agrees to leave said property free from all trash, debris or litter directly resulting from BLOODSOURCE'S use of COUNTY property.
  - g. BLOODSOURCE agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the COUNTY's Injury and Illness Prevention Program.
6. **COUNTY STAFF SHALL:**
  - a. Provide a location suitable for BLOODSOURCE to park the bloodmobile or suitable location inside COUNTY property.
  - b. Provide chairs and tables for blood drive locations inside COUNTY property.
  - c. Provide restroom facilities during the mobile blood donation drive to BLOODSOURCE employees and donors.
  - d. Provide 25 names of employees that are willing to donate blood to BLOODSOURCE on the "BLOODSOURCE Sign-Up Sheet".
7. The parties reserve the right to terminate this Agreement at any time for any reason by serving written notice. Upon receipt of such termination notice form the COUNTY, BLOODSOURCE shall immediately cease use of COUNTY property.

8. This Agreement may be amended only by written and mutual consent of both parties.
9. COUNTY and BLOODSOURCE shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.
10. **INDEMNITY:** BLOODSOURCE shall defend, indemnify, and hold harmless the COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of BLOODSOURCE in the performance of services rendered under this Agreement by BLOODSOURCE, or any of BLOODSOURCES'S officers, agents, employees, contractors, or sub-contractors.
11. **INSURANCE PROVISIONS**  
BLOODSOURCE shall produce and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by BLOODSOURCE, his agents, representatives, employees or subcontractors. If BLOODSOURCE fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to BLOODSOURCE.

*Minimum Scope of Insurance*

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

*Minimum Limits of Insurance*

BLOODSOURCE shall maintain limits no less than:

- |                       |                    |   |
|-----------------------|--------------------|---|
| 1. General Liability: | <b>\$1,000,000</b> | per occurrence for bodily injury, personal injury and property damage. If |
|-----------------------|--------------------|---|

(including operations, products and completed operations.)

Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:      **\$1,000,000**      per accident for bodily injury and property damage.

3. Workers' Compensation:      As required by the State of California.

4. Employer's Liability:      **\$1,000,000**      each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

If BLOODSOURCE maintains higher limits than the minimums shown above, the COUNTY shall be entitled to coverage for the higher limits maintained by BLOODSOURCE.

#### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or BLOODSOURCE shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### *Other Insurance Provisions*

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of BLOODSOURCE; and with respect to liability arising out of work or operations performed by or on behalf of BLOODSOURCE including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an

Additional Insured endorsement (CG 20 10 11 85 or equivalent) to BLOODSOURCE's insurance policy, or as a separate owner's policy.

2. For any claims related to this project, BLOODSOURCE's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of BLOODSOURCE's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

#### *Waiver of Subrogation*

BLOODSOURCE hereby agrees to waive subrogation which any insurer of BLOODSOURCE may acquire from BLOODSOURCE by virtue of the payment of any loss. BLOODSOURCE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by BLOODSOURCE, its employees, agents and subcontractors.

#### *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

#### *Verification of Coverage*

BLOODSOURCE shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### *Subcontractors*

Blood Source shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.



12. **GOVERNING LAW:** This Agreement is to be governed by and construed with the laws of the State of California. Venue shall be in the appropriate court in and for the County of Yuba.
13. **NOTICES:** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCDHHS:

Suzanne Nobles, Director  
Yuba County Department of  
Health and Human Services  
P.O. Box 2320  
Marysville, CA 95091

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to BLOODSOURCE:

BLOODSOURCE  
Erin Gilmer, Director of Operations  
555 Rio Lindo Avenue  
Chico, CA 95926

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as follows

BLOODSOURCE , INC.

By: Mitzy P Edgecomb  
Mitzy Edgecomb  
Vice President, Recruitment

Date: 6-1-12

COUNTY OF YUBA

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson  
Yuba County Board of Supervisors

Date: \_\_\_\_\_

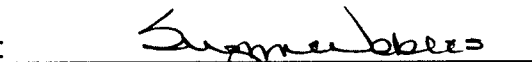
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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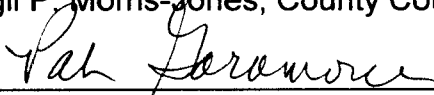
INSURANCE PROVISIONS APPROVED

By:   
Martha K. Wilson, Risk Manager

RECOMMENDED FOR APPROVAL

By:   
SUZANNE NOBLES, Director  
Yuba County Health and Human Services Department

APPROVED AS TO FORM  
Angil P. Morris-Jones, County Counsel

By:   
YUBA COUNTY COUNSEL