

# 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.

**MARCH 26, 2013**

**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 Griego

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Clerk of the Board of Supervisors

1. Approve meeting minutes from March 12, 2013. (102-13)

B. County Administrator

1. Authorize Budget Transfer in the amount of \$49,016 from the Auditors Suspense Fund (Fund 171) to the Computer Replacement Fund (Fund 219) for software and hardware planning and replacement. (103-13)

C. Emergency Services

1. Adopt resolution authorizing the Director of Emergency Services or his designee to apply for grant funds under the Department of Water Resources Flood Emergency Response Projects program for the operational area joint communications trailer and associated support equipment. (104-13)

D. Health and Human Services

1. Adopt resolution declaring unused dental equipment as surplus county property and donate to a local non-profit and/or Federal Qualified Health Center, and authorize the Chair to execute documents as required to finalize the surplus and donation. (Human Services Committee recommends approval) (105-13)

2. Adopt resolution authorizing agreement with California Department of Health Care Services for participation in Medi-Cal administrative activities program for July 1, 2013 through June 30, 2016. (Human Services Committee recommends approval) (106-13)

IV. **SPECIAL PRESENTATION**

A. Present Certificate of Recognition to Ken Godleski for exemplary service and dedication. (No background material) (Five minute estimate) (107-13)

B. Present proclamation proclaiming March 2013 as American Red Cross Month. (Five minute estimate) (108-13)

- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **COUNTY DEPARTMENTS**
- A. Community Development and Services
1. Adopt resolution authorizing the Community Development and Services Director to sign a cooperative agreement with the City and County of San Francisco for environmental review of Recology's Conditional Use Permit and Solid Waste Facility permit for Ostrom Road Landfill and make related contract and agreement changes. (Ten minute estimate) (109-13)
- B. County Administrator
1. Approve tax sharing agreement with City of Wheatland and authorize the Chair to execute. (Ten minute estimate) (114-13)
- C. Treasurer-Tax Collector
1. Authorize distribution of excess proceeds in the amount of \$11,551.48 from the Tax Defaulted Subject to Sale properties sold at public auction in February 2012 to recorded party of interest as per Revenue and Taxation Code §4675(e). (Ten minute estimate) (110-13)
- 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 reenacting as amended Chapter 13.20 of the Yuba County Consolidated Fee Ordinance Code relating to Community Development and Services Agency fees for services to become operative on July 1, 2013. (Roll Call Vote Required) (Second Reading) (Ten minute estimate) (098-13)
- VIII. **CORRESPONDENCE** – (111-13)
- A. Letter from SafetyBeltSafe USA advising of Safety Seat Check Up Week March 31 - April 6, 2013.
- B. Letter from Federal Energy Regulatory Commission, Pacific Gas and Electric Company regarding Narrows No. 2 Transmission Line Project.
- C. Letter from Yuba County Grand Jury regarding condition of airport property.
- 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. Pending litigation pursuant to Government Code §54956.9(a) - In Conservatorship of Harvey
- B. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Health and Human Services v. R.K.
- C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba
- XI. **RECESS TO 1:30 P.M.**

**XII. HEALTH AND HUMAN SERVICES**

- A. Receive report on requirements to implement the Federal Affordable Care Act; approve various agreements, position requests and costs to establish a customer call center model and authorize the Chairman to execute same; authorize budget transfer in the amount of \$495,080 allocating funds; and take additional action as appropriate. (60 minute estimate) (112-13)

**XIII. ADJOURN**

**1:15 P.M. PUBLIC FACILITIES COMMITTEE - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)**

- A. Consider resolution approving master lease agreement with Advanced Documents and authorizing Purchasing Agent to execute all subsequent agreements and related documentation for copier program - Administrative Services (Ten minute estimate) (113-13)

**1:25 P.M. YUBA COUNTY REDEVELOPMENT SUCCESSOR AGENCY**

**I. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker**

**II. ACTION**

A. Approve minutes of the regular meeting of February 26, 2013.

B. Adopt Conflict of Interest Code for Agency.

**III. ADJOURN**

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**





*CONSENT*  
*AGENDA*

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# *The County of Yuba*

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

MARCH 12, 2013 - MINUTES

102-13



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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Griego absent

MOTION: Move to add to closed session as item "D" pending litigation, *United Auburn Indian Community of the Auburn Rancheria v Governor Brown, et al*, as the need to take action arose subsequent to the agenda being posted

MOVED: Hal Stocker

SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve Consent Agenda

MOVED: Hal Stocker SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

### A. Administrative Services

1. Approve lease agreement with Miller Farms/All Star Services to allow hay cultivation at Airport in exchange for tilling a fire break and authorize the Chairman to execute. (083-13) Approved.

### B. Agricultural Commissioner

1. Adopt resolution authorizing ongoing and new contracts, agreements, cooperative agreements, grants and or memorandum of understandings for Fiscal Year 2013-2014 or multiyear agreements to be executed by Agricultural Commissioner. (084-13) Adopted Resolution No. 2013-19, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE AGRICULTURAL COMMISSIONER TO EXECUTE CERTAIN CONTRACTS, AGREEMENTS, COOPERATIVE AGREEMENTS, GRANTS, MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2013-2014 OR MULTI YEAR AS LISTED."

C. Board of Supervisors

1. Adopt resolution approving Yuba Sutter Arts Council application for State Local Partnership Program Grant and authorizing Council to execute contract upon approval. (085-13) Adopted Resolution No. 2013-20, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION APPROVING THE APPLICATION AND AUTHORIZING EXECUTION OF A GRANT CONTRACT WITH THE CALIFORNIA ARTS COUNCIL."

D. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of February 26, 2013 and the workshop of March 5, 2013. (086-13) Approved as written.

E. Community Development and Services

1. Receive Notice of Final Map under review and pending approval by County Surveyor identified as Tract Map No. 2004-53, The Orchard Phase Two-1, John Mourier Construction, portion of APN 019-230-115. (087-13) Approved.
2. Approve plans and specifications, authorize advertisement of bids for Hammonton-Smartsville Road Shoulder Project and authorize Chairman to execute. (088-13) Approved.

F. Emergency Services

1. Approve out of state travel for Emergency Operations Manager Scott Bryan and Emergency Operations Planner Ryan McNally for training, FEMA Emergency Management Institute, Emmitsburg Maryland. (089-13) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation proclaiming the month of March as Yuba County Grand Jury Awareness Month. (Five minute estimate) (090-13) Chairman Vasquez read and presented proclamation to recipients. California Grand Jurors' Association, Yuba County Chapter President Mike Boom responded to specific inquiries regarding 2011 Robert Geiss Excellence in Reporting Award received by the Yuba County Grand Jury.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Human Resources and Organizational Services

1. Adopt resolutions to amend the Position Allocation and Classification System - Basic Salary Schedules as they relate to Correctional Maintenance Technician I/II effective February 1, 2013. (Five minute estimate) (091-13)  
Director Martha Wilson recapped position requirements and special skills required for the Correctional Maintenance Technician I/II and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Roger Abe

SECOND: John Nicoletti

AYES: Roger Abe, John Nicoletti, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2013-21, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE DEPARTMENTAL POSITION ALLOCATION SCHEDULE"; and Resolution No. 2013-22 entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE," as they relate to the Correctional Maintenance Technician I/II position effective February 1, 2013.

2. Adopt resolutions to amend the Position Allocation and Classification System - Basic Salary Schedules as they relate to Program Specialist Adult Services effective March 1, 2013. (Five minute estimate) (092-13) Director Martha Wilson recapped department changes and the necessity for a dedicated Program Specialist for Adult Services and responded to Board inquiries.

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

Adopted Resolution No. 2013-23, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE DEPARTMENTAL POSITION ALLOCATION SCHEDULE"; and Resolution No. 2013-24 entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE," as they relate to the Program Specialist Adult Services, effective March 1, 2013.

#### VII. CORRESPONDENCE - (93-13)

- A. Independent audit report for Browns Valley Cemetery District for fiscal years ended June 30, 2008 and 2009. Accepted.
- B. Letter from Area 4 Agency on Aging advising of one vacancy for a Board appointed at large representative. Accepted.
- C. Three notices from California Fish and Game Commission regarding "Practice of Falconry," Klamath-Trinity Rivers salmon sport fishing, and Notice of Findings regarding the white shark. Accepted.
- D. Letter from Gold Rush Expeditions regarding locating, assessing and surveying abandoned mines on Bureau of Land Management land. Accepted.
- E. Notice of meeting and agenda from California Wildlife Conservation Board advising of board action to be considered relating to Marysville Ranch Conservation Easement and Daugherty Hill Wildlife Area - Easement Exchange. Accepted.
- F. Letter from Yuba Sutter Regional Arts Council regarding activities and Fiscal Year 2013-2014 funding request. Accepted.
- G. Annual Report from Area 4 Agency on Aging for 2011-2012. Accepted.

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

Supervisor Stocker:

- o Memorial Adjournments - Ms. Lorraine Bump, Mr. Raymond Fries
- o Proclamation for Keith A Staples recipient of Boy Scouts Venturing Silver award

- Camptonville Cemetery Clean up held March 9, 2013
- 2,500 acre conservation easement between Smartsville Wildlife area and Beale Air Force Base

Supervisor Abe:

- Energy Fitness Watch program and LAFCO meetings held March 6, 2013
- South Yuba County Water District meeting held March 7, 2013
- Beale AFB celebrating 1<sup>st</sup> Reconnaissance Squadron's 100<sup>th</sup> Anniversary held March 6 - 8, 2013
- Sierra Sacramento Valley Emergency Medical Services meeting held March 8, 2013

Supervisor Nicoletti:

- Beale AFB celebrating 1<sup>st</sup> Reconnaissance Squadron's 100<sup>th</sup> Anniversary held March 6 - 8, 2013
- C & A Enterprises, Roger Su received special recognition from Senator Leland Yee for his role exporting goods to China
- Bok Kai parade Saturday, March 16, 2013 at 11:00 a.m.
- Northern California Water Association conference held March 1, 2013
- Marysville Bounce Back Initiative meeting held March 5, 2013
- Peach Tree Health Center new Medical Director Greg Stone
- Memorial Adjournments - Ms. Dolly McGluffin, Mr. M. George King

Supervisor Vasquez:

- Yuba County Childrens Council meeting held March 6, 2013
- Sierra Conservancy and Sutter Yuba Mental Health meetings held March 7, 2013
- Area 4 Agency on Aging meeting held Friday, March 8, 2013
- Affordable Health Care Act Town hall meeting Friday, March 15, 2013 at 1:00 p.m. hosted by Yuba City

County Administrator Robert Bendorf:

- Affordable Health Care Act proposal scheduled for the afternoon of March 26, 2013
- Tax Share agreement with City of Wheatland
- Olivehurst Public Utilities District Liaison meeting held Friday March 8, 2013
- Department budgets review

IX. CLOSED SESSION: The Board retired into closed session at 10:08 a.m. and returned at 11:23 a.m. with all present as indicated.

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/YCEA/Unrepresented and County of Yuba
- B. Personnel pursuant to Government Code §54957 - Evaluation/County Administrator
- C. Pending litigation pursuant to Government Code §54956.9(a) - Jaramillo vs. Yuba County et al Referred to Porter Scott for defense by unanimous vote of the Board.
- D. Pending litigation pursuant to Government Code §54956.9(a) - United Auburn Indian community of the Auburn Rancheria v Governor Brown, et al County Counsel authorized to defend by unanimous vote of the Board.

- X. ADJOURN: 11:23 a.m. by Chairman Vasquez in memory of Ms. Lorraine Bump, Ms. Dolly McGluffin, Mr. Raymond Fries, and Mr. M. George King.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

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

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

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# The County of Yuba

103-13



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**Office of the County Administrator**

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Robert Bendorf, County Administrator

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *R.B./k*  
Richard Eberle, Auditor-Controller  
**RE:** Transfer of funds from Auditor-Suspense Account to Reserve for  
Replacement (Information Technology)  
**DATE:** March 26, 2013

## RECOMMENDATION

It is recommended that the Board of Supervisors approve the transfer of \$ 49,016 currently in the Auditor's Suspense Fund (Fund 171) to the Computer Replacement Fund (Fund 219) for uses consistent with Board approved actions related to software and hardware planning and replacement.

## BACKGROUND

At the Board of Supervisor's February 26, 2013 meeting, the Board approved "committing funds for use in current and upcoming IT related projects." Specifically referenced was the \$ 49,016 currently in the Auditor's suspense fund. (refer to attached Board agenda item).

## DISCUSSION

Staff is returning to the Board of Supervisors to specifically designate and authorize the transfer of the funds specifically from Fund 171 to Fund 219.

## FISCAL IMPACT

The transfer of these funds will assist in efforts to plan for and acquire necessary technology upgrades and replacement.

## ALTERNATIVES

Through appropriate Board action, the Board of Supervisors may designate the \$49,016 to another fund or priority as deemed appropriate by the Board of Supervisors.

# The County of Yuba

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AUDITOR - CONTROLLER

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071-13

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C. RICHARD EBERLE, CPA

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915 8<sup>th</sup> Street, Suite 105  
Marysville, CA 95901-5273  
(530) 749-7810

**TO:** Board of Supervisors

**FROM:** Auditor-Controller's Office, Richard Eberle, Auditor-Controller

**SUBJECT:** Funds in Auditor Suspense Fund

**DATE:** 2/26/13

## *Recommendation*

Approve committing funds for use in current and upcoming IT related projects

## *Background*

In 2002 the Board of Supervisors (BOS) authorized the expenditure of funds from the Board's Special Accounts Fund to purchase the Megabyte Software Upgrade that is currently being used to manage the County's Property Tax System. Since 2004 the County has received rebates pursuant to a written purchase agreement of approximately \$157,000. Currently our records indicate a balance of rebate payments of \$49,016. All rebate monies have been held in Fund 171, the Auditor's Suspense fund.

## *Discussion*

Staff is identifying needs to upgrade various IT related systems as part of an effort to improve overall operations in the County. Current systems are at the end of or past their useful lives and need to be upgraded and/or replaced to maintain functionality. Efforts are being made to use these upgrades and replacements to improve County operations instead of merely maintaining the status quo. These projects will require various degrees of funding. As the rebate funds are not currently committed to any project and are not allocated to any budget they are not providing any significant benefit to the County. Allocating these funds to the upcoming projects will reduce the overall impact on the General Fund and will help to ensure the upgrades are realized. They will also provide the ability to leverage technology to improve County operations.

## *Fiscal Impact:*

There is no negative impact to the General Fund resulting from this transfer. Authorizing this transfer will reduce the funding needed in the future to ensure the success of the project.

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

COUNTY OF YUBA

DATE: 3/19/ 20 13

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

DEPARTMENT County Administrator/Auditor-Controller

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

ACCOUNT NO.	NAME	AMOUNT

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
<u>171 Auditors Expense</u>	<u>\$49,016</u>

FUNDS TO BE INCREASED:

FUND	AMOUNT
<u>219 Computer Replacement</u>	<u>\$49,016</u>

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: To assist in technology upgrades & replacement per 2/26/13 & 3/26/13 Board action.

APPROVED:

☒ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

County Administrator  
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

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# **COUNTY OF YUBA**

## **OFFICE OF EMERGENCY SERVICES**

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**ROBERT BENDORF**  
COUNTY ADMINISTRATIVE OFFICER  
DIRECTOR OF EMERGENCY SERVICES

**SCOTT BRYAN**  
EMERGENCY OPERATIONS MANAGER

**RYAN MCNALLY**  
EMERGENCY OPERATIONS PLANNER

104-13

Date: March 26, 2013

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager  
Ryan McNally, Emergency Operations Planner

Re: ADOPT RESOLUTION TO AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO APPLY FOR  
GRANT FUNDING FOR THE YUBA COUNTY OPERATIONAL AREA JOINT COMMUNICATIONS  
TRAILER AND ASSOCIATED SUPPORT EQUIPMENT

### **Recommendation**

Adopt the Resolution to authorize the Office of Emergency Services to apply for grant funding from the Department of Water Resources for a Yuba County Operational Area (OA) Joint Communications Trailer Project and for associated support equipment.

### **Background**

In 2006, the California Department of Water Resources launched FloodSAFE California—a multi-faceted initiative to improve public safety through integrated flood management. As part of the FloodSAFE initiative, the Department of Water Resources has initiated a robust flood emergency response program to reduce the consequences of flooding when it occurs. The components of the flood emergency response include working with local emergency response agencies to improve planning, preparedness, readiness, and response to flood emergencies.

This grant program has an emphasis to assist counties in the Sacramento-San Joaquin Valley (SSJV) to satisfy a requirement of the Central Valley Flood Protection Act of 2008. The act added California Water Code Section 9621, which requires counties in the Sacramento-San Joaquin Valley to collaborate with cities within their jurisdictions to develop flood emergency plans within twenty four (24) months of the adoption of the Central Valley Flood Protection Plan (CVFPP).

A priority component of this program allows for the planning, purchasing and installing equipment needed for common emergency communication tools, as well as conducting drills and exercises which include but are not limited to the multi-agency coordination, exchange of electronic information and data, cell and satellite phone systems, radio systems, and HAM radio systems.

### **Discussion**

The Office of Emergency Services will utilize these grant funds to purchase and outfit a communications trailer to maintain continuity of operations and government as well as an interoperability solution

during times of emergency, most notably when County, City and other stakeholder assets are compromised during high water or flood events. Staff has researched this solution and has found that it will serve as a very effective platform to provide enhanced communication across the operational area by giving a dispatch team stand-alone capability from a satellite location.

Because of the robust capabilities expected with this trailer, as well as its substantial size, it will require basic support equipment including an outfitted tow vehicle. At an estimated 13,000 LBS, the trailer will far exceed the capacity of any current fleet vehicle. Additional vehicle support will be required during emergency operations by transporting associated equipment such as generators, lights, supplies or other trailers such as the HHSD Response Trailer. As a result, Emergency Services is applying for funding for two heavy duty pickups which will be fully outfitted with interoperable communication capabilities.

Furthermore, as a part of this project, OES will update the tactical interoperable communications plan to include operational stakeholders to maintain vital communications.

#### **Committee**

No action was taken due to an April 05, 2013 application due date.

#### **Fiscal Impact**

No fiscal impact to the general fund.

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

**RESOLUTION AUTHORIZING THE DIRECTOR     )  
OF EMERGENCY SERVICES OR HIS DESIGNEE     )  
TO APPLY FOR GRANT FUNDS UNDER THE     )  
DEPARTMENT OF WATER RESOURCES FLOOD     )  
EMERGENCY RESPONSE PROJECTS PROGRAM     )**

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

**WHEREAS**, the Yuba County Office of Emergency Services proposes to implement the Yuba County Operational Area Joint Communications Trailer Project, which will establish and ready for deployment a comprehensive communications trailer and associated support equipment to enhance multi-jurisdictional interoperability; and

**WHEREAS**, the Yuba County Office of Emergency Services intends to apply for grant funding from the California Department of Water Resources for the project costs;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba

1. That, pursuant and subject to all the terms and provisions of the California Proposition 84 "Water Quality, Safety and Supply, Flood Control, Natural Resource Protection, Park Improvements" Bond Law and SB XX1, application by Yuba County be made to the California Department of Water Resources to obtain a grant for the Yuba County Operational Area Joint Communications Trailer Project.
2. That the Director of Emergency Services and/or his designee is hereby authorized and directed to prepare the necessary data, make investigations, sign and file such application with the California Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

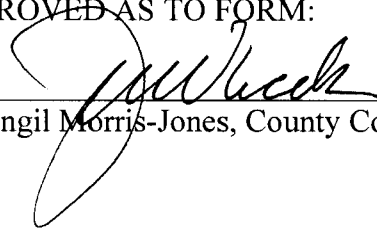
ABSTAIN:

\_\_\_\_\_  
Andy Vasquez, Chair  
Yuba County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Angil Morris-Jones, County Counsel



# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT



105-13

### Suzanne Nobles, Director

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

Joseph W. Cassady, D.O.,  
Health Officer  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** March 26, 2013

**SUBJECT:** Board of Supervisors Approval of Dental Equipment Surplus and Donation

**RECOMMENDATION:** Approval by the Board of Supervisors is recommended for the Health and Human Services Department to surplus and donate unused dental equipment to a local non-profit and/or a Federal Qualified Health Center (FQHC), and authorizes the Chair to execute documents as required to finalize the surplus and donation.

**BACKGROUND:** The Health and Human Services Department, through its Public Health Division, acquired dental equipment in fiscal year 2007-2008 under the School-Based Oral Health Services Grant (brightSMILES) through the Sierra Health Foundation to assist in providing oral health services for Yuba County children through a school-based program. The brightSMILES program is no longer funded and the dental equipment is no longer required.

**DISCUSSION:** The Butte Sierra District Dental Society (BSDDS) is a local professional association of dentists dedicated to serving both the public and the profession of dentistry in Butte, Colusa, Nevada, Sierra, Sutter and Yuba Counties. Peach Tree Clinic, a FQHC, operates the Happy Tooth Mobile Dental Van, a mobile dental clinic, which offers full service dentistry to Yuba County children. Surplus and donation of the unused dental equipment to BSDDS and/or Peach Tree Clinic would enable the organizations to expand the dental screening and sealant program at schools and health fairs to Yuba County children in need of dental care. The unused dental equipment to be surplus and donated has an estimated total value of \$15,946 and consists of: two Transport II Portable Dental Systems valued at \$4,406 each; two AseptiLight Portable lights valued at \$716 each; two AseptiChair Portable patient chairs valued at \$1,256 each; and two Airpac II Compressors valued at \$1,595 each.

**COMMITTEE:** The Health and Human Services Committee recommended approval on March 19, 2013.

**FISCAL IMPACT:** Approval of the surplus and donation of unused dental equipment will not impact County General Funds as dental equipment was purchased with grant funds.

**From:** Kathleen J. Wright [mailto:KWright@pthealthcare.org]  
**Sent:** Thursday, February 14, 2013 3:29 PM  
**To:** Henry, Katrina  
**Subject:** RE: Dental equipment

Hi Katrina,

Peach Tree would like to throw their hat into the pot and be included in possibly acquiring this equipment. We are not sure if it's really what we need, but certainly worth reserving a spot for. Let us know when we need to do this. Thank you so for thinking of us.

*Kathleen Wright, BSN, RN, PHN  
Director of Clinical Operations*

Peach Tree Healthcare  
5730 Packard Ave. Suite 600  
Marysville, CA 95901  
Tel (530) 741-6245 X110  
Fax (530) 743-5044  
Email:kwright@pthealthcare.org

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**From:** Henry, Katrina [mailto:khenry@CO.YUBA.CA.US]  
**Sent:** Tuesday, February 12, 2013 10:55 AM  
**To:** Kathleen J. Wright  
**Subject:** Dental equipment

Good Day Kathleen. I was hoping you could direct me to the right person over at Peach Tree for the following. We have dental equipment that we are looking to donate to someone who would use it to serve our needy residents. Right now we have 2 portal chairs, 2 lights, tools, and 1 air compressor. I thought the dental van may be interested in it. I will be going to the Board of Supervisors to get permission to donate it to someone and then the Board will choose who gets it. Currently I only have the local Dental Society who is interested in the equipment and I wanted to throw Peach Tree's name into the hat if they were interested. If yes, I need to get an idea of how it would be used so I can tell the Board how it fits our vision of serving the underprivileged. I cannot guarantee anything, because it will be the Board's decision. Please let me know. Thank you.

Sincerely,

**Katrina Henry** RN, BSN, IBCLC

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**From:** Henry, Katrina  
**Sent:** Wednesday, January 30, 2013 10:48 AM  
**To:** Cole, Kathy  
**Subject:** FW: Dental Equipment from Public Health  
**Importance:** High

See Dr. Savage's information below. I have never heard of the Butte Sierra Dental Society and I'm questioning whether they truly serve Yuba residents. I think the equipment will be used for good things by looking at his email.

Sincerely,

**Katrina Henry** RN, BSN, IBCLC  
Director of Nurses  
Yuba County

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**From:** Victor J. Savage [<mailto:vsavage@syix.com>]  
**Sent:** Wednesday, January 30, 2013 10:41 AM  
**To:** Elliott, Valli  
**Subject:** RE: Dental Equipment from Public Health

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Valli,

I think the equipment could best be used by donating it to the Butte Sierra Dental Society. The Society covers Yuba, Sutter, and Colusa counties.

We could get back to dental screenings at schools through the Butte Sierra Dental Society. Our bi-county Health Fairs are always in need of this equipment for screening and sealants; we have nothing at this time.

There are dentists who go to Mexico to give dental care. Most of the care given is extracting teeth do to the lack of restorative dental equipment. We will be able to address the screening and sealant care with this equipment.

We can reach the foothill population for screenings and sealants using the local community facilities to make our own local dental health fair. We are doing something like this now using my previous office for the bi-county community. Jeannie Pittman runs this program and the equipment could be used in various venues.

The equipment could be of value in hospital operating rooms for dental treatment of medically and mentally disadvantaged pediatric patients being treated using county and state funds.

I hope this will give your director a few ideas. Once we have the equipment many doors will open.

Vic Savage

Victor J. Savage, DDS  
4950 Railroad Ave  
Yuba City, CA 95991  
530-671-2219 - House  
530-682-5282 - Cell (24x7)  
530-821-5807 - Fax  
[vsavage@syix.com](mailto:vsavage@syix.com)

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**Info on Butte Sierra District Dental Society** <http://buttesirradds.org/about.html>

*The mission of the Butte Sierra District Dental Society is to be the recognized source for serving the needs and issues of the local dental community and to serve the public in the promotion of dental health as part of the general health.*

Butte Sierra District Dental Society(BSDDS) is comprised of local dentists who are members of the American Dental Association (ADA) and the California Dental Association (CDA). BSDDS is the local professional association of dentists dedicated to serving both the public and the profession of dentistry in Butte, Colusa, Nevada, Sierra, Sutter & Yuba counties.

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## Info on Peach Tree Clinic dental program

<http://www.peachtreehealthcare.org/Articles/YubaCountyDentalVan.aspx>

### **The Happy Tooth Mobile Dental Van**



The Happy Tooth Mobile is a mobile dental clinic offering full service dentistry to Yuba County Children. Through the joint efforts of Peach Tree Clinic, Marysville Joint Unified School District and First 5 Yuba, screenings, cleanings, sealants and restorative treatments are available at various school sites in Marysville, Olivehurst and Linda, CA. School site services lessen the amount of time children miss school and eliminate the transportation barrier for families. Children not yet enrolled in school or not attending the host school are seen by appointment.

Our goal is to ensure that all children have access to quality dental care. Priority is given to children 0-5 years and their siblings, however no child will be turned away if he/she is NOT currently under the care of a dentist, and is NOT covered by private insurance.

#### **Key program components:**

- Services are provided at school sites throughout Yuba County, Monday through Friday from 8:00a.m. – 4:30 p.m. The Dental Van remains open during summer, winter and spring breaks, seeing patients by appointment when schools are closed. For appts/info call 530-788-3578 (Habla Espanol)
- Medi-Cal accepted. Uninsured children may qualify for low cost 'sliding fee' program.
- The Mobile Clinic is a full scope dental practice providing:
  - Screenings
  - X-rays
  - Cleanings and fluoride
  - Sealants
  - Fillings
  - Extractions
  - Baby root canals
  - Stainless steel crowns
  - Dental Care Education
- Outreach Coordinator/Parent Liaison works with school staff to identify children in need of dental care prior to the arrival of the Tooth~Mobile to each school site. The Outreach coordinator links parents with the dental service, assists with the completion of health/dental history/consent forms, provides support services to medical staff, and escorts children from class to the mobile dental clinic on campus



When asked "Would your child have received dental care if the Dental Van was not available?" sixty-one percent of parents answered 'No'. Thanks to the unique partnership between Peach Tree Clinic and Marysville Joint Unified School District, The Happy Tooth Mobile Team is proud to provide needed dental care to children who may not otherwise receive services.



Program for which the department has no further need or use for and therefore same should be declared as surplus property;

**WHEREAS**, the Butte Sierra District Dental Society (BSDDS) and the Peach Tree Clinic (Peach Tree) are two local non-profit organizations which offering full service dentistry to the children of Yuba County and do have a need and use for the unused dental equipment and have expressed an interest in receiving the dental equipment; and

**WHEREAS**, the Yuba County Board of Supervisors has the authority, pursuant to the California Government Code §25372, to declare county property surplus and to donate county surplus property to, among others, an organization exempt from taxation pursuant to 26 U.S.C. §501 ( c ) (3) that is organized to provide health or human services, such as the dental services provided by BSDDS and Peach Tree to the children of Yuba County.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors hereby declares as surplus property the unused dental equipment that was acquired from a grant which funded the brightSMILES Program through the Sierra Health Foundation.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Yuba County Board of Supervisors, pursuant to the Director of the Yuba County Health and Human Services

Department's recommendation, hereby donates the surplus county property consisting of unused dental equipment equally to BSDDS and to Peach Tree, and should BSDDS or Peach Tree decline the donation the other organization shall receive all of the unused dental equipment. The Board finds that the public purpose for the County giving the donation is a method of supporting the continuation of full service dentistry being offered and available to the children of Yuba County.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Andy Vasquez, Chairman of the BOS

ATTEST:

By: \_\_\_\_\_  
Donna Stottlemeyer, Clerk of the Board

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

By:   
Angil P. Morris-Jones, County Counsel

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# 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



106-13

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

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** March 26, 2013

**SUBJECT:** Board of Supervisors approval authorizing the Health and Human Services Department to enter into Standard Agreement (#13-90002) with the California Department of Health Care Services

**RECOMMENDATION:** The Board of Supervisors recommends approval of the Resolution of the Board authorizing the Health and Human Services Department (HHSD) to enter into Standard Agreement #13-90002 with the California Department of Health Care Services (DHCS) for participation in the Medi-Cal Administrative Activities (MAA) program for the period of July 1, 2013, through June 30, 2016, and authorizing the Chair to execute documents as required by this agreement and to accept funds.

**BACKGROUND:** HHSD currently contracts with DHCS to participate in the MAA program. MAA is a Medi-Cal program which reimburses a portion of the costs of providing Medi-Cal administrative activities such as Medi-Cal Outreach, Medi-Cal Program Planning and Policy Development, MAA Coordination & Claims Administration, Training, and Contracting for Medi-Cal Services.

**DISCUSSION:** HHSD receives reimbursement for a portion of the costs of providing certain Medi-Cal administrative activities in the normal course of business. Without participation in the MAA program, the costs of providing the activities would be solely met by County funds. The maximum reimbursement revenue available from MAA is \$350,000 for fiscal year 2013-2014; \$375,000 for fiscal year 2014-2015; and \$400,000 for fiscal year 2015-2016.

**COMMITTEE:** The Human Services Committee recommended approval on March 19, 2013.

**FISCAL IMPACT:** Approval of the Resolution of the Board will result in the reimbursement of a portion of the costs through federal and state funds that will otherwise be met by County funds.

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**STANDARD AGREEMENT**

STD 213\_DHCS (1/12)

106-13

REGISTRATION NUMBER

AGREEMENT NUMBER

13-90002

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

STATE AGENCY'S NAME

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

Yuba County

2. The term of this Agreement is: July 1, 2013  
through June 30, 2016

3. The maximum amount of this Agreement is: \$ 1,125,000  
One Million One Hundred Twenty Five Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	4 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – HIPAA Business Associate Addendum	14 pages

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

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

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Andy Vasquez, Chair, Yuba County Board of Supervisors

ADDRESS

915 8<sup>th</sup> St., Suite 109  
Marysville, CA 95901**STATE OF CALIFORNIA**

AGENCY NAME

Department of Health Care Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jayna Querin, Chief, Contracts, Purchasing &amp; Support Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,  
Sacramento, CA 95899-7413California Department of  
General Services Use Only☐ Exempt per:

**Exhibit A**  
**Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Medi-Cal Outreach, Facilitating Medi-Cal Application, Medi-Cal Non-Emergency Transportation, Contracting for Medi-Cal Services, Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination and Claims Administration and Training.

**2. Service Location**

The activities shall be performed at applicable facilities within the Yuba County geographic region.

**3. Service Hours**

The services shall be provided during normal Contractor working hours and days.

**4. Project Representatives**

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

**Department of Health Care Services**

James Williams, Chief  
County-Based Administrative Activities Unit  
Telephone: (916) 552-9075  
Fax: (916) 324-0738  
E-Mail: james.williams2@dhcs.ca.gov

**Yuba County**

Andy Vasquez  
Chair, Yuba County Board of Supervisors  
Telephone: (530) 749-7510  
Fax: (530) 749-7353  
E-Mail: avasquez@co.yuba.ca.us

B. Direct all inquiries to:

**Department of Health Care Services**

Administrative Claiming Local & Schools  
Services Branch  
Attention: Andrej Delich  
1501 Capitol Ave., MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

**Yuba County**

Attention: Cyndi Journagan  
5730 Packard Ave., Suite 100  
Marysville, CA 95901

Telephone: (916) 552-9044  
Fax: (916) 324-0738  
E-Mail: andrej.delich@dhcs.ca.gov

Telephone: (530) 749-6279  
Fax: (530) 749-6397  
E-Mail: cjournagan@co.yuba.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit A**  
**Scope of Work**

**5. Services to be Performed**

A. The following Medi-Cal Administrative Activities (MAA) are *eligible* for Federal Financial Participation (FFP) only when they are identified in a MAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

1) **Allowable Medi-Cal Outreach:** This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

- a. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.
- b. Bringing Medi-Cal eligibles into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

**NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements on Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.**

c. Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

- (1) Not Discounted: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns:
  - a) Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).
  - b) A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.
- (2) Discounted: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons) into health care services are only allowable to the extent they bring Medi-Cal eligibles into Medi-Cal services. The costs of these activities are claimable but discounted by the Medi-Cal percentage.

**Exhibit A**  
**Scope of Work**

- a) If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage. Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.
  - b) Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.
  - c) The Contractor may contract with non-governmental agencies or programs to conduct outreach activities. The subcontracted providers of TCM services, except in local education agencies, may conduct outreach activities, so long as the TCM service(s) and outreach activities are not performed by the same subcontractor employee. The subcontracted providers shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing allowable MAA outreach activities.
- 2) **Not-Allowable Medi-Cal Outreach:** Some activities that are not considered Medi-Cal outreach under any circumstances are:
- a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., Substance Abuse Narcotics Education (SANE), Drug Abuse Resistance Education (DARE), dental prevention, antismoking, alcohol reduction, etc.) are not allowable MAA.
  - b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.
- 3) **Facilitating Medi-Cal Application (Eligibility Intake):** This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted. The Contractor may contract with non-governmental agencies or programs to conduct eligibility intake activities. Providers of TCM services may conduct eligibility intake, so long as the service(s) and eligibility intake are not performed by the same employee. The non-governmental agencies or programs shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing Medi-Cal eligibility intake activities.
- 4) **Non-Emergency, Non-Medical Transportation:** The actual costs of arranging and providing non-emergency, non-medical transportation, and accompaniment, when medically necessary, by an attendant (not a TCM case manager) of Medi-Cal eligibles to Medi-Cal services are allowable as a Medi-Cal administrative cost to the extent that such costs are actually borne by the Contractor in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency, non-medical transportation costs include: taxi vouchers, bus tokens, mileage etc. The cost of mileage, meals and lodging will be no higher than allowed for travel by the federal General Services Administration. The cost of providing non-emergency, non-medical

**Exhibit A**  
**Scope of Work**

transportation for which no actual cost is borne by the State or Contractor is not an allowable MAA cost.

- a. **Separate Transportation Unit or Service:** In situations where a Contractor operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the contractor of actually providing the Medi-Cal non-emergency, non-medical transportation services for Medi-Cal eligibles to Medi-Cal covered services are an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by Federal Law and Regulation.
  - b. **Transportation Costs and Targeted Case Management (TCM):** The costs of arranging for transportation of Medi-Cal eligibles to Medi-Cal services are part of the TCM rate. Therefore, the costs incurred by TCM case managers in arranging transportation for Medi-Cal eligibles to Medi-Cal services are not claimable as Medi-Cal administration. The TCM rate includes the travel costs incurred by the TCM case manager in providing the TCM services. A TCM case manager may transport or accompany a Medi-Cal eligible to a Medi-Cal service appointment only if the case manager is performing case management functions while actually accompanying the client. In such situations, the costs of the accompanying and transportation will be in the TCM rate and should not be claimed separately as an administrative activity.
- 5) **MAA Implementation Training:** Activities include the giving or receiving of training related to the overall implementation of the MAA program.
  - 6) **Other Training:** Training activities shall be time studied in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as "Outreach"; training related to assisting a potential applicant complete a Medi-Cal application shall be claimed as "Facilitating Medi-Cal Application", etc. Training that is unrelated to MAA is not allowable.
  - 7) **Contracting for Medi-Cal Services:** This activity involves entering into agreements with community based organizations or other provider agencies for the provision of Medi-Cal services other than TCM and/or MAA. The costs of TCM subcontract administration should be included in the TCM rate.

**NOTE:** A Contractor has the option of claiming the costs of contract administration for allowable MAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable MAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.

Contracting for Medi-Cal services and/or MAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

- a. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.

**Exhibit A**  
**Scope of Work**

- b. The contract administration involves contractors that provide Medi-Cal services and/or MAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as MAA.
- c. TCM case managers and LGA subcontractors cannot claim for contract management. It is claimable only when performed by an LGA.
- d. The administrative costs of contracting by LGAs as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the LGA.
- e. The contract administration must be directed to one or more of the following goals:
  - (1) Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
  - (2) Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;
  - (3) Monitoring provider agency capacity and availability; and
  - (4) Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and/or MAA and may involve Medi-Cal populations only or may be general medical service agreements involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be **discounted** by the Medi-Cal percentage.

- 8) **Program Planning and Policy Development (PP&PD):** This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

- a. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more Contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs for persons performing this activity less than 100 percent of their time will be based on a time-survey.



**Exhibit A**  
**Scope of Work**

In LGAs with county-wide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Under the conditions specified above, the following tasks are allowable as MAA under this activity:

- (1) Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group.
  - (2) Interagency coordination to improve delivery of Medi-Cal services.
  - (3) Developing resource directories of Medi-Cal services/providers.
  - (4) For subcontractors, some PP&PD support services are allowable, e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services.
- b. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate MAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

- 9) **General Administration:** This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. These costs are to be distributed proportionately to all of the activities performed:
- a. Attend or conduct general, non-medical staff meetings;
  - b. Develop and monitor program budgets;
  - c. Provide instructional leadership, site management, supervise staff, or participate in Employee performance reviews;
  - d. Review departmental or unit procedures and rules;
  - e. Present or participate in, in-service orientations and programs; and
  - f. Participate in health promotion activities for employees of the Contractor.
- 10) **Paid Time Off:** This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off (CTO) which shall be allocated as prescribed by the State.

**Exhibit A**  
**Scope of Work**

**11) Compensatory Time Off:**

CTO shall be time surveyed to the activity performed while working the extra hours.

**12) MAA/TCM Coordination and LGA Claims Administration:** Contractor employees whose position description/duty statement includes the administration of MAA and TCM on a Local Governmental Agency (LGA) service region-wide basis, may claim for the costs of these activities on the MAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of MAA claims at any level, including staff time, supplies, and computer time, may be direct charged. If the MAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of MAA coordination and/or claims administration. The percentage certified for the MAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff.

a. The MAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and MAA at the LGA-wide level:

- (1) Drafting, revising, and submitting MAA Claiming Plans, and TCM performance monitoring plans.
- (2) Serving as liaison with and monitoring the performance of claiming programs within the LGA and with the State and Federal Governments on MAA and TCM.
- (3) Administering LGA claiming, including overseeing, preparing, compiling, revising and submitting MAA and TCM invoices on a LGA-wide basis to the State.
- (4) Attending training sessions, meetings, and conferences involving MAA and/or TCM.
- (5) Training Contractor program and subcontractor staff on State, Federal, and Local requirements for MAA and/or TCM claiming.
- (6) Ensuring that MAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

**NOTE:** The costs of the MAA/TCM Coordinator's time and claims administration staff time must not be included in the MAA claiming or in the TCM rate, since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

b. Using the State Department of Health Care Services Time Survey for Employees Performing Medi-Cal Administrative Activities and/or Targeted Case Management (DHCS 7093), which will

**Exhibit A**  
**Scope of Work**

be disseminated through policy directives, issued by the State, conduct an annual time survey for one month. DHCS has designated the annual MAA time survey to occur in either September or October. The time survey will identify all time spent on each of the above allowable MAA, non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.

All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

- c. Comply with enabling legislation, regulations, administrative claiming process directives, and the Policy and Procedure Letters of the DHCS Safety Net Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable MAA.
- d. Provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of MAA invoices.
- e. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age or sex.
- f. Ensure all applicable State and federal requirements, as identified in Exhibit E, Provision 4, are met in performing MAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing MAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.
- g. Submit a letter of intent to participate in the MAA Program six (6) months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.
- h. When an amendment of the contract is necessary because the original projected expenditure (aka: funding) was insufficient, a request must be submitted to DHCS at least 6 months prior to the end of the FY for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

B. The following MAA are *not eligible* for Federal Financial Participation (FFP) and must be excluded from claims:

- 1) Extensions of Direct Medical Services: Not allowable as MAA are activities that are integral parts or extensions of direct medical services, such as patient follow-up, patient assessment, patient education, or counseling.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, the DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

**Regular Mail**

CMAA Analyst  
Department of Health Care Services  
Safety Net Financing Division  
Administrative Claiming Local & Schools  
Services Branch  
MS 4603  
PO Box 997436  
Sacramento, CA 95899-7436

**Overnight Mail**

CMAA Analyst  
Department of Health Care Services  
Safety Net Financing Division  
Administrative Claiming Local & Schools  
Services Branch  
MS 4603  
1501 Capitol Avenue  
Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on both the Summary Invoice and Detailed Invoice incorporated by reference in Exhibit E, Provision 1.
- 2) Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the Summary Invoice.
- 3) Bear the Contractor's name as shown on the agreement on both the Summary Invoice and on the Detailed Invoice.
- 4) Identify the billing and/or performance period covered by the invoice on both the Summary Invoice and on the Detailed Invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the Detailed Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
- 6) Provide the State with complete invoice and expenditure information to include in the Centers for Medicare and Medicaid Services CMS 64 no later than *eighteen* (18) months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized Summary Invoice and Detailed Invoice.
- 7) Identify on the Detailed Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate Detailed Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming MAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the MAA Invoice instructions. The Detailed Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors MAA Claiming Plan. The Invoice instructions and the MAA Claiming Plan are found in the LGA MAA Provider Manual incorporated by reference in Exhibit E, Provision 1.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**D. Rates Payable**

- 1) The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
  - a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to "Skilled Professional Medical Personnel (SPMP)" of a public agency and their "directly supporting staff" shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their directly supporting staff shall be 50 percent.
    - (1) An SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Directly supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, *and* who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
  - b. The rate of federal reimbursement is 50 percent Federal Financial Participation (FFP) for all costs of non- SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.
  - c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.
- E. Certify the certified public expenditure from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP). Expenditures certified for MAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of MAA:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51, for allowable administrative activities and that these claimed expenditures have not been nor shall not subsequently be used for federal match in this or any other program. I have notice that the information is to be

**Exhibit B**  
**Budget Detail and Payment Provisions**

used for filing of a claim with the Federal Government for federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act."

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DHCS shall have the option to either cancel this Agreement with no liability occurring to the DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:
  - 1) \$ 350,000 for the budget period of 07/01/13 through 06/30/14,
  - 2) \$ 375,000 for the budget period of 07/01/14 through 06/30/15,
  - 3) \$ 400,000 for the budget period of 07/01/15 through 06/30/16.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

**5. Participation in Medi-Cal Administrative Claiming Process**

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated State salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**6. Non-Federal Matching Funds for Medi-Cal Administrative Activities**

The Contractor will expend one hundred percent (100%) of the non-federal share of the cost of performing Medi-Cal Administrative Activities. By signing this agreement the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

**7. Claiming Overhead Costs**

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A LGAs plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve it.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.
- C. Both external and internal administrative cost allocation plans must comply with provisions of the federal OMB Circular A-87, entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs not duplicate costs claimed through the application of the indirect cost rate.

**8. Offset of Revenues**

- A. To the extent that other funding sources have paid or would pay for the costs at issue, Federal Financial Participation (FFP) is not available and the costs must be removed from the total costs (*OMB Circular A-87, Attachment A, Part C., Item 4.a.*). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
  - 1) All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
  - 2) All state expenditures which have been previously matched by the federal government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all inclusive rate for direct patient care.
  - 3) Private insurance and other fees collected from non-governmental sources.
  - 4) All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that

**Exhibit B**  
**Budget Detail and Payment Provisions**

offset or reduce expense items allocable to federal awards as direct or indirect costs.

- 5) A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs, i.e., make a profit.

**9. Requirements for Federal Financial Participation**

- A. Per 42 CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP), and directly supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- B. The seventy-five percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to the DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.
- C. Fifty percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and directly supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system.
- D. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

**10. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from a contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS.



**Exhibit B**  
**Budget Detail and Payment Provisions**

Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**11. Federal Audit Disallowances**

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for MAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

**12. Program Name and Number for Federal Claiming**

Title 31 – Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 – Requirements for Single Audits, Section 7502 requires the designation of an identifying number for passing funds through contract agreements to subrecipients (Local Governmental Agencies). That number for this contract agreement is 93.778

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).)

## Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall



make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.3. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement 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 Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. 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 the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required



for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by

Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**14. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's

decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
  - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
  - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## **17. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**18. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/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;
  - (3) 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 b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**21. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**22. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**23. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**24. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**25. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**26. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**27. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)



**29. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**31. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### 32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

#### b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

Yuba County

Name of Contractor

Andy Vasquez

Printed Name of Person Signing for Contractor

13-90002

Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

Chair, Yuba County Board of Supervisors

Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services  
Safety Net Financing Division  
County Based Medi-Cal Administrative Activities  
1501 Capitol Avenue  
PO Box 997436 MS 4603  
Sacramento, CA 95899-7436

**APPROVED AS TO FORM**

**ANGIL P. MORRIS-JONES**

**COUNTY COUNSEL**

BY: 

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

## Attachment 2

## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ quarter _____ date of last report _____.
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, If known:	
<b>6. Federal Department/Agency</b>	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10.a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from 10a.</b> <i>(Last name, First name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
**Additional Provisions**

**1. Additional Incorporated Exhibits**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Contractor under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Health Administrative Manual Section 6-1000.\*
- 2) Local Government Agency (LGA) MAA Provider Manual.\*
- 3) Policy & Procedure Letters.\*
- 4) MAA Time Survey for Employees Performing Medi-Cal Administrative Activities and/or Targeted Case Management.\*
- 5) Medi-Cal Administrative Activities Summary Invoice.\*
- 6) Medi-Cal Administrative Activities Detailed Invoice.\*

\*View at [www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx)

**2. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.



**Exhibit E**  
**Additional Provisions**

- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**4. Contractor Responsibilities**

- A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations CCR, Division (3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform MAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have available for State and/or Federal review, any contract to perform administrative activities under the auspices of the Medi-Cal Program.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of contract. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.
- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- E. Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or

**Exhibit E**  
**Additional Provisions**

employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

**5. State Responsibilities**

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for MAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- B. Provide the Contractor with a standardized format for the Summary Invoice, Detailed Invoice and MAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review MAA Claiming Plan and amendment(s) to the MAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the MAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effected via written approval of the amended MAA Claiming Plan signed by DHCS.
- D. Provide program monitoring and oversight including periodic site reviews for compliance with State and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved MAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

**Exhibit E**  
**Additional Provisions**

**6. Joint Responsibilities**

- A. The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, 45 CFR Sections 160, 162, and 164, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations, Section 51009.

**7. Audit**

- A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 307). View Exhibit C at the following Internet site:  
<http://www.ols.dgs.ca.gov/Standard+Language>.
- B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States Centers for Medicare and Medicaid Services, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the expenditures were incurred for MAA and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for MAA, upon request, to the state or federal government.

## Contractor's Release

### Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to contract number 13-90002 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing 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 it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): Yuba County

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

Distribution:      Accounting (Original)      Program

**Exhibit G**  
**HIPAA Business Associate Addendum**

**I. Recitals**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**II. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or

**Exhibit G**  
**HIPAA Business Associate Addendum**

condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

**III. Terms of Agreement**

**A. Permitted Uses and Disclosures of PHI by Business Associate**

**Permitted Uses and Disclosures.** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:

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- a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such 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.
- b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS 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.

**B. Prohibited Uses and Disclosures**

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

**C. Responsibilities of Business Associate**

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;

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- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

**D. *Mitigation of Harmful Effects.*** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

**E. *Business Associate's Agents and Subcontractors.***

- 1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.
- 2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
  - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
  - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. *Availability of Information to DHCS and Individuals.*** To provide access and information:



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1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
  2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
  3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.
- G. *Amendment of PHI.*** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.
- H. *Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.
- I. *Documentation of Disclosures.*** To document and make available to DHCS or (at the direction of DHCS) 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 the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. *Breaches and Security Incidents.*** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

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1. **Notice to DHCS.** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
  3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.

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4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Fax: (916) 440-5537  Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

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- K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:
1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
  2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.
- L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

**IV. Obligations of DHCS**

DHCS agrees to:

- A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy" in the left column and "Notice of Privacy Practices" on the right side of the page).
- B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

**V. Audits, Inspection and Enforcement**

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS 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 Addendum, nor does DHCS'.

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1. Failure to detect or
  2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

**VI. Termination**

- A. Term.** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. Termination for Cause.** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. 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; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. Judicial or Administrative Proceedings.** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if 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 is a party or has been joined.
- D. Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall 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.

**VII. Miscellaneous Provisions**

- A. Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

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

- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
  2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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**Attachment A**

**Business Associate Data Security Requirements**

**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.



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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

**Exhibit G**  
HIPAA Business Associate Addendum

- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**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> <b>YUBA COUNTY</b>		<i>Federal ID Number</i> <b>94-6000549</b>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <b>Andy Vasquez, Chair, Yuba County Board of Supervisors</b>		
<i>Date Executed</i>	<i>Executed in the County of</i> <b>YUBA</b>	<b>APPROVED AS TO FORM ANGIL P. MORRIS-JONES</b>

**CONTRACTOR CERTIFICATION CLAUSES**

COUNTY COUNSEL

BY: 

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH  
AND HUMAN SERVICES DEPARTMENT TO  
ENTER INTO AGREEMENT WITH THE  
STATE OF CALIFORNIA, DEPARTMENT  
OF HEALTH CARE SERVICES, FOR  
PARTICIPATION IN THE MEDI-CAL  
ADMINISTRATIVE ACTIVITIES PROGRAM  
FOR THE PERIOD OF JULY 1, 2013, TO  
JUNE 30, 2016, AND AUTHORIZE THE  
CHAIR OF THE BOARD 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 funds available through the federal Medicaid program for reimbursement of a portion of the costs of providing certain Medi-Cal Administrative Activities. The maximum amounts of reimbursement available from the State shall not exceed:

- 1) \$350,000 for the period of 07/01/2013 through 06/30/2014
- 2) \$375,000 for the period of 07/01/2014 through 06/30/2015
- 3) \$400,000 for the period of 07/01/2015 through 06/30/2016;

WHEREAS, the Health and Human Services Department, through its Public Health Division, assists in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal

services to Medi-Cal eligible and potentially eligible beneficiaries by performing Medi-Cal Administrative Activities such as: Medi-Cal Outreach, Medi-Cal Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination & Claims Administration, Training, and Contracting for Medi-Cal Services; and

WHEREAS, by participating in the Medi-Cal Administrative Activities program, Yuba County residents have greater access to Medi-Cal benefits.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of a Standard Agreement to the State of California, Department of Health Care Services, for participation in the Medi-Cal Administrative Activities program is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chair of the Board is hereby authorized to accept all reimbursement funds for the three-year period from July 1, 2013, to June 30, 2016; to execute, upon review and approval of the County Counsel, documents as required by the Agreement for the stated three-year period; and further, the Chair of the Board is granted permission to amend agreements for additional or

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lesser funding. A copy of said agreement or any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

County of Yuba

BY: \_\_\_\_\_  
Chair

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

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

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

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

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THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

AMERICAN RED CROSS MONTH  
MARCH 2013

WHEREAS, March is American Red Cross Month - a special time to recognize and thank our heroes - those who volunteer, donate blood, take life-saving courses or provide financial donations to support an organization whose mission is to help those in need; and

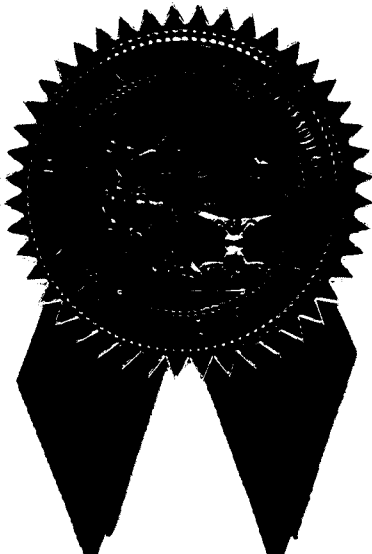
WHEREAS, we would like to remember those who help all of us here in Yuba County by giving their time to help their neighbor, and thank our heroes - our volunteers, blood donors, class takers and financial supporters who help us assist those in need; and

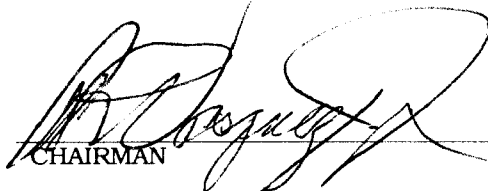
WHEREAS, the Red Cross works tirelessly through its many employees and countless volunteers to help when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. They provide 24-hour support to members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid; and

WHEREAS, across the country, the American Red Cross responds to nearly 70,000 disasters a year. It provides some 400,000 services to military members, veterans and civilians, collects and distributes about 40 percent of the nation's blood supply and trains more than seven million people in first aid, water safety and other life-saving skills every year.

WHEREAS, our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission. Despite these challenging economic times, the American Red Cross continues to offer help and comfort to those in need.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED the Yuba County Board of Supervisors hereby proclaims March 2013 as American Red Cross Month and encourages all Americans to support this organization and its noble humanitarian mission.



  
CHAIRMAN

  
CLERK OF THE BOARD OF SUPERVISORS

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*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



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

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

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

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

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

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

**To:** Board of Supervisors

**From:** Wendy W. Hartman, Planning Director  
Ed Palmeri, Principal Planner

**Subject:** Cooperative Agreement between the County of Yuba and the City and County of San Francisco regarding cooperative efforts to complete environmental review for the Recology Green Rail Project.

**Date:** March 26, 2013

### RECOMMENDATION

The Community Development & Services Agency (CDSA) recommends that the Board of Supervisors authorize the CDSA Director to sign:

- The attached Cooperative Agreement (Agreement) between the County of Yuba and City and County of San Francisco regarding cooperative efforts to complete environmental review for the Recology Green Rail Project, and
- Any necessary changes to the related contracts/agreements, including with WRA, Inc., in order to fulfill the intent of the Agreement subject to County Counsel review.

### BACKGROUND/DISCUSSION

In 2009, Recology submitted a Conditional Use Permit (CUP) application to authorize construction of a railroad spur to facilitate transport of municipal solid waste and Beneficial Reuse Material (BRM) to the Ostrom Road Landfill (Landfill). Improvements and upgrades will also be required to the Beale Air Force Base rail line. In addition, Recology desires to clarify truck traffic limits in the CUP and Solid Waste Facility Permit (SWFP) applies to waste material and not BRM (the Project).

Under provisions of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) it was determined that a combined environmental impact report and environmental assessment (EIR/EA) would be prepared for the project. On September 10, 2010 the Board approved a Professional Services Agreement (PSA) with WRA, Inc. as environmental consultant for preparation of the EIR/EA.

In November 2012, at the request of the City and County of San Francisco (San Francisco), Recology withdrew earlier agreements with San Francisco relative to disposal and transportation of San Francisco's solid waste materials. San Francisco determined that environmental review would be required for the agreements. San Francisco contacted Yuba to discuss working with Yuba on environmental review of the Project.

Given Yuba's processing of the CUP, SWFP, and work on the EIR/EA, San Francisco and Yuba agreed Yuba had the greatest responsibility for supervising and approving the Project as a whole. The Governor's Office of Planning and Research concurred that Yuba County would continue to serve as lead agency for purposes of environmental review. CEQA provides for cooperative agreements between agencies having a substantial interest in a project.

Per the attached draft Agreement, Yuba will continue to serve as lead agency and will work cooperatively with San Francisco to complete environmental review for the project. San Francisco, acting as a responsible agency, shall participate in the CEQA process and use the Final EIR/EA when making a decision on any discretionary approvals related to the project. San Francisco will not make any decisions until after Yuba has certified the Final EIR/EA or declined to certify the Final EIR/EA.

The Yuba/San Francisco Agreement requires modification of the PSA with WRA and related agreements. The CDSA recommends that the Board direct the CDSA Director to sign the Agreement with San Francisco and make necessary amendments to the WRA scope of work and budget.

## **COMMITTEE**

The Board has previously approved a PSA with WRA to process environmental review for the Project. The Yuba/San Francisco Agreement is an important component of the Project EIR/EA environmental review process and is being sent directly to the Board for action.

## **FISCAL IMPACT**

A reimbursement agreement for environmental review between Yuba and Recology was approved by the Board on March 23, 2010. All costs related to approval of the Agreement between the City and County of San Francisco will be funded through provisions of the reimbursement agreement with Recology.

## **ATTACHMENTS**

1. Resolution directing the CDSA Director to sign the County of Yuba and County of San Francisco Cooperative Agreement.
2. Draft Agreement by and between County of Yuba/City and County of San Francisco.

**Cooperative Agreement**  
**By and Between The County of Yuba and the City and County of San Francisco**  
**Concerning Cooperative Efforts to Complete Environmental Review of the**  
**Amendments to Recology's Conditional Use Permit and Solid Waste Facility Permit for the**  
**Ostrom Road Landfill and Related Agreements between Recology and San Francisco**  
**Associated with the Recology Green Rail Project**

This Cooperative Agreement ("Agreement") is made and entered into as of March \_\_, 2013 by and between the Yuba County Community Development and Services Agency ("Yuba") and the City and County of San Francisco, acting through its Environmental Review Officer ("San Francisco"), also individually referred to as "a Party" and collectively referred to as "the Parties."

**RECITALS**

A. Recology, Inc. ("Recology") seeks approvals from Yuba for the Green Rail Project and Amendments to Recology's Conditional Use Permit ("CUP") and Solid Waste Facility Permit ("SWFP") for the Recology Ostrom Road Landfill ("Landfill"), which will facilitate transport of municipal solid waste and Beneficial Reuse Material ("BRM") via rail to Recology's Landfill in Yuba County, California, starting in approximately 2015. In addition to the discretionary approvals sought from Yuba, discretionary approvals from San Francisco and other jurisdictions will be required. Each of the approvals sought collectively make up the "Project."

B. In 2009, Recology submitted a permit application to Yuba for authorization to construct a railroad spur to facilitate transport of municipal solid waste and BRM by rail to the Landfill and now seeks amendments to the CUP and SWFP. As part of its review of Recology's permit applications, Yuba began an environmental review process, including preparation of an environmental impact report and environmental assessment ("EIR/EA") to satisfy the requirements of the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"). Yuba issued a Notice of Preparation ("NOP") of the EIR/EA for the Project on April 20, 2012.

C. In July 2011, San Francisco approved agreements with Recology for the disposal and transportation of San Francisco's waste to the Landfill. Yuba determined that its EIR/EA should evaluate all impacts associated with the transport of municipal waste from San Francisco to the Landfill, in addition to the impacts that adding a rail spur and amending the CUP and SWFP would have, because the rail spur would enable to the transport of the waste from San Francisco by rail.

D. On November 26, 2012, San Francisco and Recology terminated the agreements that had been approved in July 2011. San Francisco asked Recology to terminate those agreements, and Recology agreed to do so, to enable San Francisco to participate in the environmental review process that Yuba had initiated for the Recology Green Rail Project and to conduct environmental review of the entirety of the Project. Following completion of environmental review, San Francisco could then consider whether to enter into new agreements with Recology for the disposal and transportation of San Francisco's solid waste.

E. In light of the comprehensive environmental review process already underway for the Project in Yuba County, San Francisco determined that it should participate in that environmental review process as part of its future consideration of one or more agreements with Recology relating to the disposal and transportation of San Francisco's municipal solid waste. Furthermore, Yuba and San Francisco agreed that it would be in their mutual interests, and in the public interest, to cooperate in their efforts to complete environmental review of the Project.

Yuba County and San Francisco then consulted as to which agency should take the lead in the environmental review process of the Project for purposes of CEQA.

F. Under the CEQA Guidelines, where two or more public agencies will be involved with a project carried out by a nongovernmental entity, "the lead agency shall be the public agency with the greatest responsibility for supervising or approving the project as a whole." (Cal. Code Regs., tit. 14, § 15051(b).) Where more than one public agency equally meet this criteria, the "agency which will act first on the project in question shall be the lead agency." (Cal. Code Regs., tit. 14, § 15051(c).) Where, after consideration of these provisions, two or more public agencies have "a substantial claim to be the lead agency, the public agencies may by agreement designate an agency as the lead agency. An agreement may also provide for cooperative efforts by two or more agencies by contract...." (Cal. Code Regs., tit. 14, § 15051(d).)

G. Yuba and San Francisco considered acting as co-Lead Agencies to prepare the EIR. However, CEQA contemplates that only one agency will act as the Lead Agency. Yuba consulted with the Governor's Office of Planning and Research ("OPR") about designation of Lead Agency. OPR advised that only one agency could serve as Lead Agency and further advised that Yuba would be the appropriate Lead Agency here. Yuba and San Francisco agree that Yuba has the greatest regulatory responsibility for supervising and approving the Project as a whole, because (1) Yuba has discretion whether to approve permit amendments that will allow the Landfill to receive waste by rail, (2) the majority of construction activity contemplated by the Project will occur in Yuba County, and (3) it is anticipated that the majority of the environmental impacts of the Project will occur outside of San Francisco and in Yuba County. OPR suggested that the two jurisdictions enter into a cooperative agreement, pursuant to CEQA Guidelines section 15051(d), regarding their agreement as to which agency should be lead agency under CEQA, as well as how the Parties will cooperate and coordinate in preparation of the environmental review document for the proposed Project.

NOW, THEREFORE, and pursuant to CEQA Guidelines section 15051(d), Yuba and San Francisco agree as follows:

1. **CEQA Lead Agency Responsibility.** The Parties agree that, in accordance with the CEQA Guidelines sections 15051(d) and 15367, Yuba shall act as lead agency for the Project for the purpose of environmental review under CEQA because Yuba has the greatest regulatory responsibility for supervising and approving the Project as a whole.

2. **CEQA Responsible Agency.** The Parties agree that, in accordance with the CEQA Guidelines, sections 15096 and 15381, San Francisco will act as responsible agency, will actively participate in Yuba's CEQA process as described herein, and, subject to its responsibilities under CEQA Guidelines Sections 15052 and 15096, will rely on the Final EIR/EA when making a decision on any discretionary approvals relating to the Project, including consideration of one or more agreements with Recology relating to the disposal and transportation of San Francisco's municipal solid waste.

3. **Cooperative Effort.** Yuba and San Francisco agree in good faith to undertake cooperative actions in connection with the preparation of the EIR/EA for the Project, which include, but are not limited to, the following efforts:

- a. **Process Duties.** Yuba and San Francisco shall use reasonable good faith efforts to consult, review, provide comments, and perform the other tasks set forth herein as expeditiously as possible, to facilitate the timely processing of the EIR/EA for the Project.

- b. **Coordinated Staffing.** Yuba and San Francisco each shall provide coordinated staffing from their respective agencies. The Parties' respective department staffs shall coordinate with each other to review and assist in processing the EIR/EA.
- c. **EIR/EA Scoping.** Yuba intends to circulate a revised NOP to provide notice that San Francisco's consideration of one or more agreements with Recology for the disposal and transportation of San Francisco's waste will be addressed in the EIR/EA and to provide an additional opportunity for San Francisco and other interested parties to comment as to the appropriate scope and content of the Draft EIR/EA; however, the scope of the Project in Yuba remains substantially unchanged since the previous NOP was issued on April 20, 2012. San Francisco intends to conduct a public hearing in San Francisco to receive public comments on the NOP and the scope of the EIR. The Parties shall coordinate to conduct scoping, as each deems appropriate, in connection with recirculation of the NOP, in order to receive comments on the scope and content of the EIR/EA. Yuba will make the final decisions regarding the scope of the EIR/EA, with substantial input from, and consultation with, San Francisco.
- d. **EIR/EA Process.** Yuba has contracted with and shall direct the work of the EIR/EA consultant, WRA Environmental Consultants, or its successors, if any (the "EIR/EA Consultant"). San Francisco shall be entitled to participate in all work sessions with the EIR/EA Consultant and any EIR/EA subconsultants. The Parties agree that Yuba will ultimately direct the work of the EIR/EA Consultant, but that Yuba will closely consult and coordinate with San Francisco prior to directing the EIR/EA Consultant.
- e. **Preparation of the Draft EIR/EA.** Yuba and San Francisco shall confer about the content of the Draft EIR/EA, including, but not limited to, description of environmental setting, appropriate baseline(s), significance thresholds, impact determinations, mitigation measures and a reasonable range of alternatives to the proposed Project. The EIR/EA Consultant shall provide to Yuba and San Francisco copies of all administrative drafts of the Draft EIR/EA and any specialized studies, memoranda or reports used to prepare the EIR/EA for review and comment. Yuba and San Francisco agree to review and provide comments on the administrative Draft EIR/EA generated by the EIR/EA Consultant within a reasonable period of time following their receipt and no later than 30 days thereafter or such other time frame agreed to by the Parties. After consideration of the comments prepared by both Yuba and San Francisco, Yuba shall direct the EIR/EA Consultant as to which revisions to make to the administrative Draft EIR/EA, and circulate the draft for public review.
- f. **Public Proceedings.** Yuba will hold at least one public hearing in Yuba County to receive comments on the Draft EIR/EA and will hold at least one public hearing in Yuba County to consider whether to certify the Final EIR/EA. San Francisco will hold at least one public scoping meeting, one public hearing in order to receive comments on the Draft EIR/EA, and intends to conduct at least one informational presentation to the San Francisco Planning Commission. The Parties may provide additional public review throughout the CEQA process as they determine necessary in their discretion. The Parties shall inform each other of any additional public review that may be provided so as to coordinate scheduling on the environmental review process.
- g. **Final EIR/EA.** Yuba and San Francisco shall consult regarding preparation of the Final EIR/EA, including preparation of Responses to Comments, any

Corrections and Additions, and the Mitigation Monitoring and Reporting Program. Yuba shall direct preparation of the Final EIR/EA. The EIR/EA Consultant shall provide to Yuba and San Francisco copies of all administrative drafts of the Final EIR/EA and any specialized studies, memoranda or reports for review and comment. Yuba and San Francisco agree to independently review and provide comments on the Final EIR/EA generated by the EIR/EA Consultant within a reasonable period of time following their receipt and no later than 30 days thereafter or such other time frame agreed to by the Parties. After consideration of the comments prepared by both Yuba and San Francisco, Yuba shall direct the EIR/EA Consultant to make revisions to the Final EIR/EA, and direct that it be issued to all responsible and trustee agencies, and made available to the general public.

- h. **Documents.** Yuba and San Francisco shall consult and cooperate as the EIR/EA process develops to maintain a complete and organized administrative record, as defined by Public Resources Code 21167.6. As the lead agency, Yuba shall maintain and organize all documents to be included in any administrative record of proceedings prepared by it as required by Public Resources Code section 21167.6. As a responsible agency, San Francisco shall maintain and organize all documents to be included in any administrative record of proceedings prepared by it as required by Public Resources Code section 21167.6.

4. **Dispute Resolution.** In the event a dispute arises regarding the preparation and/or review of the Project EIR/EA, mutual negotiations by and between the Parties shall occur at the staff level. If staff cannot resolve any disagreement within 14 days, the signatories to this Agreement will meet to attempt to resolve it. If the Parties cannot resolve the dispute, the determination of the lead agency shall be binding, subject to San Francisco's obligations as a responsible agency under CEQA Guidelines Sections 15052 and 15096.

5. **Independent Judgment and Discretion under CEQA.** Nothing in this Agreement shall be interpreted to replace or eliminate either Parties' independent judgment or discretion under CEQA. Nothing in this Agreement shall be interpreted as an approval of the Project or a commitment to approve the Project on the part of Yuba, or as a commitment on the part of San Francisco to enter into any agreement with Recology regarding the disposal and transportation of San Francisco's solid waste. The Parties retain full discretion under CEQA to consider and approve the Project, impose mitigation measures, and adopt alternatives to the Project, including the No Project Alternative.

6. **Agreement.** This Agreement (1) may be signed in counterparts; (2) becomes effective upon signature by both Parties; (3) may be modified only in a writing signed by both Parties; (4) contains the entire understanding related to their interests, obligations, and rights in connections with the subject matter set forth herein; and (5) will remain in effect until its terms have been carried out to the satisfaction of the Parties unless, prior to that time, either Party provides 30 days' written termination notice to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

**Yuba County Community Development and  
Services Agency**

By: \_\_\_\_\_  
Kevin Mallen  
Director

Date: March \_\_\_\_, 2013

**Approved As To Form:**

ABBOTT & KINDERMANN, LLP

By: \_\_\_\_\_  
Katherine J. Hart

**City and County of San Francisco**

By: \_\_\_\_\_  
Sarah Bernstein Jones  
Acting Environmental Review Officer

Date: March \_\_\_\_, 2013

**Approved As To Form:**

DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Kate Hermann Stacy  
Deputy City Attorney

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

**RESOLUTION TO AUTHORIZE THE  
COMMUNITY DEVELOPMENT AND  
SERVICES AGENCY DIRECTOR TO SIGN  
A COOPERATIVE AGREEMENT  
BY AND BETWEEN COUNTY OF YUBA  
AND CITY AND COUNTY OF SAN FRANCISCO  
CONCERNING COOPERATIVE EFFORTS TO  
COMPLETE ENVIRONMENTAL REVIEW OF  
AMENDMENTS TO RECOLOGY'S CONDITIONAL  
USE PERMIT AND SOLID WASTE FACILITY  
PERMIT FOR OSTROM ROAD LANDFILL AND  
RELATED AGREEMENTS BETWEEN RECOLOGY  
AND SAN FRANCISCO ASSOCIATED WITH THE  
RECOLOGY GREEN RAIL PROJECT AND  
AUTHORIZE DIRECTOR TO MAKE ANY  
NECESSARY CHANGES TO RELATED  
CONTRACTS AND AGREEMENTS**

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**RESOLUTION NO.** \_\_\_\_\_  
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**WHEREAS,** Recology, Inc. (“Recology”) seeks approvals from Yuba County (the County) for the Green Rail Project and Amendments to Recology’s Conditional Use Permit (“CUP”) and Solid Waste Facility Permit (“SWFP”) for the Recology Ostrom Road Landfill (“Landfill”), which will facilitate transport of municipal solid waste and Beneficial Reuse Material (“BRM”) via rail to Recology’s Landfill in Yuba County, California, starting in approximately 2015. In addition to the discretionary approvals sought from the County, a number of other discretionary approvals from the City and County of San Francisco (San Francisco) and other jurisdictions will be required. Each of the approvals sought collectively make up the “Project”; and

**WHEREAS**, in 2009, Recology submitted an application to the Yuba County Planning Department for authorization to construct a railroad spur to facilitate transport of municipal solid waste and BRM by rail to the Landfill. Recology has also been working cooperatively with the County since early 2012 to clarify the limits in the CUP and SWFP applicable to trucks transporting waste for disposal and BRM to the Landfill. As part of its review of Recology’s permit application, the County began an environmental review process, including preparation of an environmental impact report and environmental assessment (“EIR/EA”) to satisfy the requirements of the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”). Yuba County acted as the lead agency under CEQA because the only discretionary local approvals contemplated at time of application submittal were amendments to County’s CUP and SWFP; and



**WHEREAS**, in light of the environmental review process already underway for the Project in Yuba County, which will address the environmental impacts of the transport of municipal solid waste from Recology's San Francisco transfer station to the Landfill, San Francisco determined that it should participate in that environmental review process as part of its future consideration of one or more agreements with Recology relating to the disposal and transportation of San Francisco's municipal solid waste. Furthermore, the County and San Francisco agreed that it would be in their mutual interests, and in the public interest, to cooperate in their efforts to complete environmental review of the Project. Yuba County and San Francisco then consulted as to which agency should take the lead in the environmental review process of the Project for purposes of CEQA; and

**WHEREAS**, under the CEQA Guidelines, where two or more public agencies will be involved with a project carried out by a nongovernmental entity, "the lead agency shall be the public agency with the greatest responsibility for supervising or approving the project as a whole." (Cal. Code Regs., tit. 14, § 15051(b).) Where more than one public agency equally meet this criteria, the "agency which will act first on the project in question shall be the lead agency." (Cal. Code Regs., tit. 14, § 15051(c).) Where, after consideration of these provisions, two or more public agencies have "a substantial claim to be the lead agency, the public agencies may by agreement designate an agency as the lead agency. An agreement may also provide for cooperative efforts by two or more agencies by contract...." (Cal. Code Regs., tit. 14, § 15051(d).); and

**WHEREAS**, Yuba County and San Francisco agree that the County has the greatest responsibility for supervising and approving the Project as a whole, because (1) the County has discretion whether to approve permit amendments that will allow the Landfill to receive waste by rail, (2) the majority of construction activity contemplated by the Project will occur in Yuba County, and (3) the majority of the environmental impacts of the Project will occur in Yuba County. Furthermore, Yuba County and San Francisco have informally consulted with the Governor's Office of Planning and Research ("OPR") regarding the lead agency designation for the proposed Project. OPR concurred that, as between Yuba County and San Francisco, the County is the appropriate lead agency and suggested that the two jurisdictions enter into a memorandum of understanding, pursuant to CEQA Guidelines section 15051(d), regarding their agreement as to which agency should be lead agency under CEQA, as well as how the Parties will cooperate and coordinate in preparation of the environmental review document for the proposed Project; and

**WHEREAS**, the cooperative efforts between the County and San Francisco necessitates amendments to the scope of work for the County of Yuba's environmental consultant (WRA Environmental Consultants) for preparation of the environmental review of the Project; and

**WHEREAS**, both Yuba and San Francisco desires to enter into a Cooperative Agreement relative to environmental review of the Project;

**NOW, THEREFORE, BE IT RESOLVED,** The Yuba County Board of Supervisors hereby

1. Authorizes the Community Development and Services Agency Director to sign a Cooperative Agreement with the City and County of San Francisco concerning cooperative efforts to complete environmental review for the Project.
2. Authorizes the Community Development and Services Agency Director to make modifications resulting from the agreement such as, but not limited to, necessary amendments to the WRA scope of work and budget.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote.

AYES:

NOES:

ABSENT:

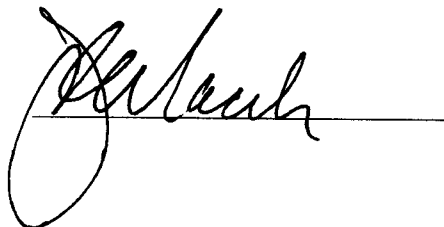
ABSTAIN:

\_\_\_\_\_, CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL

APPROVED AS TO FORM:

\_\_\_\_\_  


# The County of Yuba

Office of the County Administrator

114-13



Robert Bendorf, County Administrator

**TO:** Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator <sup>23</sup>  
**RE:** Resolution Approving a Master Tax Sharing Agreement between Yuba County and the City of Wheatland  
**DATE:** March 26, 2013

## RECOMMENDATION

It is recommended that the Board of Supervisors adopt the attached joint resolution and Master Tax Sharing Agreement between Yuba County and the City of Wheatland.

## BACKGROUND

Over the last several years, staff members from the City of Wheatland and Yuba County have engaged in discussions concerning tax sharing agreements. Approximately two years ago, the County and City adopted a tax sharing agreement for the annexation of Bishop's Pumpkin farm from the County to the City. Both property and sales tax were agreed to be shared 50% - 50% and 87.5% - 12.5% respectively.

Staff has continued to discuss the benefit of a Master Tax Sharing agreement rather than creating individual tax sharing agreements for annexations that may occur over time. Within the last six months, the City of Wheatland has moved forward on the Johnson Rancho and Hop Farm projects, which have been submitted to the Yuba County Local Area Formation Commission (LAFCO) for the approval of the annexations.

Both Yuba County and Wheatland have completed updates to their General Plans to accommodate future urban growth in both the County, within the Valley Growth Boundary identified in the County's 2030 General Plan, and the City, within their current Sphere of Influence. Since both parties have conducted diligent planning efforts for their respective growth, it is prudent to engage in the development of a master tax sharing agreement that would identify how tax revenues would be divided to cover both the County's and City's costs to provide services for lands annexed into the City within Wheatland's current Sphere of Influence.

## DISCUSSION

Upon engaging in our discussions, staff from both entities felt it was necessary to develop guiding principles in advance of the particulars of a master tax sharing agreement. Those guiding principles consisted of several objectives and key points:

### Objectives

- The County will have sufficient revenues to cover county-wide services related to the annexation areas;
- The City will have sufficient revenues to provide full municipal services to the area within its city limits, and;
- The City will be a full service city providing all of the necessary municipal services to the City. For any municipal services that the County provides to the City, the City will cover its share of those costs.

### Key Points

- The County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation). Property tax sharing will only occur on the marginal increases in property assessment (i.e. the property tax base due to the County will be established at the time of annexation, and only the tax increment will be subject to tax sharing.
- Tax sharing agreements shall be limited to property and sales tax sharing.
- The net property tax increment above the base rate shall be split equally between the City and the County. The County will retain 100% of the base rate as established through the agreement.
- Sales Tax within any newly annexed area shall be split 87.5% to the City and 12.5% to the County.
- The City and County will agree to support a future northern boundary of the City's Sphere of Influence generally located along the southeast side of South Beale Road and outside of the County's Valley Growth Boundary, however, the Ostrom Road landfill will remain outside the City's Sphere of Influence and within the unincorporated County unless jointly agreed upon by both the City and the County.

As discussions progressed, several details emerged as final deal points for the Master Tax Sharing Agreement. The following bullet points provide a summary only of the final deal points, contained in the joint resolution, presented before the Board of Supervisors:

- The Term of the Agreement is for 20 years with two (2) five year extensions.
- The effective date of the Agreement is the July 1<sup>st</sup> following the date of approval by the last governing board to adopt and approve the Agreement.
- The Agreement will apply to all annexations by the City of Wheatland that occur within their current Sphere of Influence as identified and adopted by the Yuba County LAFCO (see attached map).

- The sharing of property tax and sales tax revenues relates to only those received by the County (and for future revenues, the County and City) and not by the State of California or any special district or agency.
- The County retains 100% of its share of the base property tax for an annexed area, with the base year being the fiscal year the annexation was completed.
- The County and City share equally (50/50) the property tax increment that exceeds the base year.
- The County and City share the Bradley-Burns portion of sales tax, with 87.5% to the City and 12.5% to the County.
- The anticipated year the Agreement will be effective will be July 1, 2013.
- Future City Sphere of Influence requests to LAFCO - County will not oppose a City request to amend the City Sphere of Influence consistent with the provisions contained in the agreement.
- The County and City agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it continues to develop.
- In order to mitigate impacts associated with County facilities due to development, the City agrees to adopt the County Facility Impact fee study, and collect those fees for development on properties that were annexed into the City and covered by this Agreement. Fees collected will be specific for County facilities related to Health and Human Services, Law Enforcement, Criminal Justice, Libraries and General Government.

The Wheatland City Council is also considering approval of this agreement at an upcoming council meeting.

## **FISCAL IMPACT**

The intended fiscal impact is to provide the City and County with sufficient revenues to support city and countywide services to residents for annexed areas.

cc: C. Richard Eberle, Auditor-Controller  
 Dan Mierzwa, Treasurer-Tax Collector  
 John Benoit, LAFCO Executive Director  
 Steve Durfor, Sheriff  
 Bruce Stottlemeyer, Assessor  
 Terry Hansen, Clerk-Recorder  
 Kevin Mallen, CDSA Director

RECEIVED

MAR 4 2013



COUNTY ADMINISTRATOR

# City of Wheatland

111 C Street

Wheatland, California

95692

TELEPHONE (530) 633-2761

FAX (530) 633-9102

February 28, 2013

Mr. Robert Bendorf, CAO  
915 8<sup>th</sup> Street  
Marysville, CA 95901

Subject: Wheatland Tax Sharing Agreement

Dear Robert,

After over two years of discussions and negotiations over a proposed tax sharing agreement between Wheatland and Yuba County, I now believe that it is appropriate to take the matter to our respective Board and Council. Since I will be out of the office for the next two weeks I would respectfully request that you schedule the matter for your Board's consideration later in the month of March. I sincerely appreciate all of the effort you and your staff have made to make this proposed agreement possible.

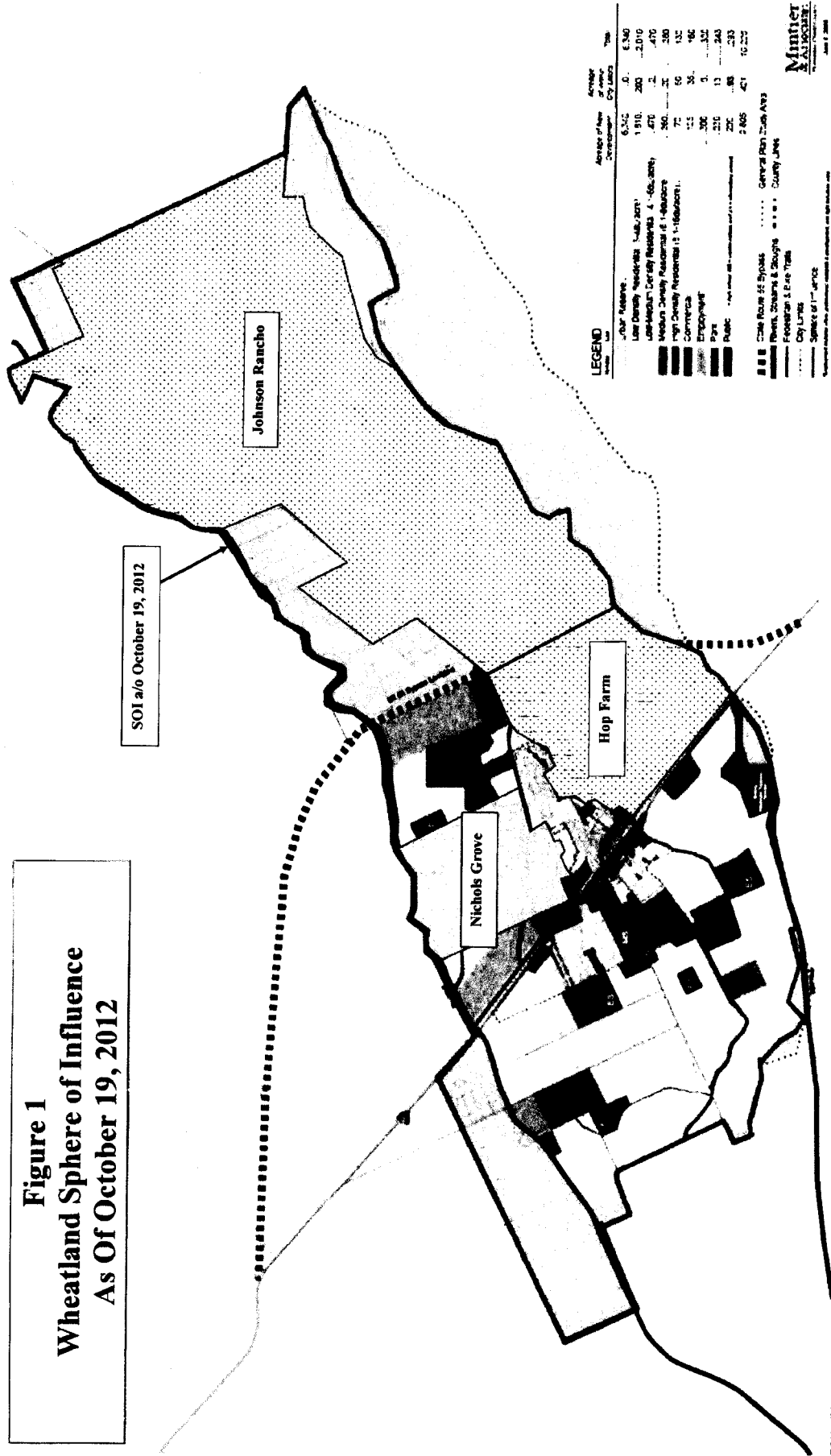
Please let me know when this might appear on an upcoming agenda so that I might be able to schedule Mayor West or another Council Member to attend.

Thanks for your continued cooperation.

Sincerely,

Stephen L. Wright  
City Manager

**Figure 1**  
**Wheatland Sphere of Influence**  
**As Of October 19, 2012**



COUNTY OF YUBA RESOLUTION NO. \_\_\_\_\_

CITY OF WHEATLAND RESOLUTION NO. 26-12

**JOINT RESOLUTION AND AGREEMENT  
BY COUNTY OF YUBA AND CITY OF WHEATLAND  
CONCERNING MASTER TAX EXCHANGE  
RELATING TO CITY ANNEXATIONS**

BE IT RESOLVED by the Board of Supervisors of the County of Yuba ("County") and the City Council of the City of Wheatland ("City") that they make and approve this joint resolution and agreement ("Agreement") as follows:

**1. Recitals.** This Agreement is made with reference to the following background recitals:

1.1. County and City each have adopted a General Plan that provides for appropriate growth and development in their respective growth areas. By this Agreement, the parties seek to ensure the long-term fiscal health and viability of each jurisdiction consistent with the goals and objectives of their General Plans.

1.2. The parties recognize that City residents are residents of both the City and County and that those residents rely on both the City and County for important local government services. The parties desire to ensure that both the County and City have sufficient revenue and fiscal strength to provide the quality services desired by both residents in the City and those in the unincorporated area.

1.3. City and landowners around the City from time to time seek to annex land to the City. The Yuba County Local Agency Formation Commission therefore periodically will receive applications for changes of organization and reorganizations involving annexation to the City.

1.4. The LAFCO Executive Officer is prohibited by law from issuing a certificate of filing for any such application until the City and County determine, pursuant to Revenue and Taxation Code section 99, the amount of property tax revenue to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should a change of organization or reorganization be approved. Section 99(d) authorizes a county and a local taxing agency to enter into a master property tax exchange agreement. City and County are the two local taxing agencies whose service areas and responsibilities would be altered should there be an annexation of territory to the City. The parties acknowledge that annexation of territory to City would not impact the service area or responsibility of any special district in such a manner that it is necessary to negotiate a property tax exchange involving any special district.

1.5. State Constitution article XIII, section 29(b) and Government Code sections 55700 to 55707 authorize counties and cities to enter into agreements to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statute, that is



collected for them by the state. State law requires that any sales/use tax exchange agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract.

1.6. Pursuant to Government Code section 55704, County and City find and determine that one or more retailers have been established, or will be established, in the Annexation Area and that consumers residing in both City and the unincorporated area of County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the Sales Tax Revenue from retailers within the Annexation Area be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

1.7. County and City after negotiations have reached an understanding regarding the exchange of various taxes and other matters relating to annexations to City. The parties enter into this Agreement pursuant to Constitution article XIII, section 29(b), Government Code sections 55700 to 55707, Revenue and Taxation Code section 99, and other applicable law.

1.8. In agreeing to the revenue sharing provisions of this Agreement, the parties intend as follows: that County will have sufficient revenues to cover County-wide services related to the Annexation Areas; that City will have sufficient revenues to provide full municipal services to the areas (including future Annexation Areas) within its City limits; that City will be a full service city providing all of the necessary municipal services; that, for any municipal services that County provides directly to City, City will cover its share of those costs; that County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation); and, that property tax sharing between County and City will occur only with respect to post-annexation increases in property assessment (i.e., only the tax increment will be subject to property tax sharing).

**2. Definitions.** The following definitions apply to this Agreement:

2.1. "Annexation Area" means the territory of the annexations to City as approved by LAFCO during the applicability of this Agreement.

2.2. "Effective Date" has the meaning set forth in section 3.1.

2.3. "LAFCO" means the Yuba County Local Agency Formation Commission.

2.4. "Property Tax Revenue" means the revenue from ad valorem taxes on real property within the meaning of California Constitution article XIII A, section 1 and Revenue and Taxation Code section 95(c) that is levied and collected from within an Annexation Area.

2.5. "Sales Tax Revenue" means the revenue from the local sales and use taxes levied and received by City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (within the meaning of Government Code section 55702) that is levied and collected within an Annexation Area. Sales Tax Revenue does not include revenue levied and collected by City pursuant to the City Transactions and Use Tax adopted by City Ordinance No. 421 or

any extension of that ordinance or any other local City transactions and use tax adopted by the voters of City.

2.6. "Tax Increment" means the incremental increase in property taxes attributable to post-annexation increases in property assessment. Decreases in property taxes attributable to decreases in property assessment shall mean the Tax Increment is equal to zero.

2.7. "Tax Rate Area" means that grouping of parcels used by the County Assessor for reporting and assessing values of real property by taxing jurisdiction and assisting the County Auditor-Controller in distributing property taxes.

### **3. Term and Termination.**

3.1. This Agreement shall become effective upon the date of approval (the "Effective Date") by the last governing board to adopt and approve the Agreement as indicated by the dates set forth below. This Agreement shall continue in effect for 20 years from the Effective Date. At the end of 20 years, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the 20-year term. At the end of an extended five year term, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the five-year term. At the end of the 20-year and each 5-year extension, the County and City will jointly fund an analysis to determine if the Agreement continues to be equitable, needs to be terminated or modified, and/or should have a firm expiration date.

3.2. Upon any termination of this Agreement, and except as otherwise may be agreed to by the parties pursuant to section 3.1, 5.6 or 13, the exchange of Property Tax Revenue and Sales Tax Revenue pursuant to sections 5 and 6 shall survive and continue post-termination with respect to (a) any Annexation Area annexed to City prior to termination, and (b) any Annexation Area annexed to City after termination if LAFCO issued its certificate of filing for the change of organization or reorganization prior to the termination of this Agreement.

**4. Applicability.** This Agreement applies to every change of organization and reorganization including the annexation of land to the City within the City's Sphere of Influence at the Effective Date of this agreement (see Figure 1) for which the LAFCO certificate of filing is issued by LAFCO after the Effective Date and prior to the termination of this Agreement.

**5. Exchange of Property Tax Revenue.** On and after the Effective Date, County and City shall exchange Property Tax Revenue as follows:

5.1. For purposes of this section related to the sharing of Property Tax Revenue, the following definitions shall apply:

"A" equals: The total tax rate in effect in the Tax Rate Area(s) of the Annexation Area during the fiscal year in which the annexation is completed, excluding any voter-approved tax rate(s) for the redemption of bonds. For purposes of this

Agreement, the date of completion of an annexation shall be determined pursuant to Government Code section 57202 (or successor statute).

"B" equals: The taxable assessed valuation of all property, both real and personal, of the Annexation Area as shown on all assessment rolls of the County of Yuba and the State of California for the fiscal year during which the annexation is completed.

"C" equals: The percentage of the total property taxes levied within the Tax Rate Area(s) of the Annexation Area in the fiscal year during which the annexation is completed that are distributed to the County General Fund.

5.2. **Base Year Revenue.** The amount of Property Tax Revenue equal to the product of "A" times "B" times "C" shall be retained by the County.

5.3. **Tax Increment.** For the fiscal year commencing after the completion of an annexation and every fiscal year thereafter, 50% of the annual property Tax Increment attributable to the County's portion of the property tax based on the Tax Rate Areas in the Annexation Area shall be transferred from County to City (i.e., the County share of the tax increment in the Annexation Area shall be split and distributed equally to County and City).

5.4. Either or both County and/or City are authorized to file this Agreement with LAFCO. Pursuant to Revenue and Taxation Code section 99, for any annexation to City within the applicability of this Agreement, the County Auditor-Controller shall adjust the allocation of Property Tax Revenue of the Annexation Area pursuant to the terms of this Agreement.

5.5. Exchange or reallocation of property taxes involving any special district with territory in any Annexation Area is not a part of this Agreement.

5.6. Five years after the Effective Date, County and City will jointly review the property tax sharing formula and the implementation of this Agreement to determine whether the parties' tax sharing agreement objectives are being met. If the review concludes that the objectives are not being met, then County and City agree to enter into good faith negotiations to arrive at a more equitable tax sharing agreement.

**6. Exchange of Sales Tax Revenue.** On and after the Effective Date, County and City shall exchange Sales Tax Revenue as follows:

6.1. City shall transfer quarterly to County a share of the Sales Tax Revenue from the Annexation Area in an amount equal to 12.5% of Sales Tax Revenue received by City from retailers in the Annexation Area, effective with the first full fiscal year commencing after the annexation is completed.

6.2. Pursuant to Government Code section 55706, a copy of this Agreement shall be transmitted to the County Auditor-Controller and City Administrative Services Director. Thereafter, upon the receipt of Sales Tax Revenue transmitted by the State Board of Equalization pursuant to Revenue and Taxation Code section 7204, the City shall allocate the revenue pursuant to the terms of this Agreement.

## **7. City Sphere of Influence.**

7.1. City's sphere of influence will be reasonably sized to correlate with reasonably foreseeable growth for a period not to exceed 20 years. County and City agree to support a future boundary of the City sphere of influence, when the foreseeable growth necessitates it based on LAFCo regulations, that is generally located along the southeast side of South Beale Road and to the east of Highway 65; however, the Ostrom Road landfill will remain outside any future City sphere of influence and within the unincorporated area unless otherwise jointly agreed upon in writing by County and City. This Agreement will satisfy the requirements of Revenue and Taxation Code section 99 for any proposed annexation within the aforementioned future boundary. In addition, the County and City shall consider establishing compatible infrastructure, services, and land uses near the future City boundary.

7.2. The parties acknowledge that the County General Plan Valley Growth Boundary contained in the General Plan adopted by the County on June 7, 2011 applies to growth and development permitted by the County and that it does not apply to growth and development permitted within the City's incorporated boundaries.

7.3. County agrees that it will not oppose a City request to LAFCO to amend the City sphere of influence consistent with these provisions.

## **8. Transportation Infrastructure.**

8.1. The parties agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it develops.

8.2. The City General Plan and any future amendments will consider traffic impacts to County relative to the County General Plan, as may be amended. The County General Plan and future amendments will consider traffic impacts to City relative to the City adopted General Plan, as may be amended.

8.3. City and County will discuss in good faith, the concept of a regional transportation planning effort (which may result in the creation of a regional transportation agency or joint powers authority similar to the South Placer Regional Transportation Agency in Placer County) in order to identify, prioritize, and jointly seek funding for southern Yuba County (i.e., south of Marysville) transportation system improvements, such as the Wheatland bypass, Goldfields Parkway, future freeway interchanges, and other regionally beneficial projects.

## **9. Facility Impact Fees**

9.1 In order to mitigate the impacts associated with County Facilities due to development, the County has adopted a Facility Impact Fee schedule. A facility impact fee has been established and collected by the County for Criminal Justice, Law Enforcement, Health and Human Services, Library and General Government functions. The Facility Impact Fee provides a separate and lower fee specifically for impacts due to development within the incorporated City limits.

9.2 Notwithstanding any other provisions of this agreement, to the extent allowed by law, the City shall approve and collect the capital facilities fee specifically and separately identified for the incorporated city as established from time to time by the County for facility impacts due to development projects within an Annexation Area subject to this agreement. The County Facility Impact Fees collected by the city shall be paid to the County, to mitigate the impacts of growth within an Annexation Area on County capital facilities. The City and County shall work in a collaborative manner and in good faith to ensure that any update to the County's Facility Impact Fee provides for a specific fee for the development in the Annexation Area and that that fee does not duplicate any City Facility Impact Fees.

9.3 For purposes of this section, the City agrees to approve and begin collecting capital facilities fees identified in Section 9.2 no later than January 1, 2014. Payments to County shall be paid quarterly by the City.

9.4 In addition, City may seek in the future to establish particular citywide facilities (such as libraries). County and City agree to discuss and potentially modify the County facility impact fee schedule to avoid duplication of payment of County facility impact fees and City development fees.

## **10. Other Obligations and Limitations.**

10.1 Annexation of new land into the City shall include the full road right of way for lands adjacent to and abutting County territory, (a) City will be responsible for providing full municipal services to the Annexation Area, including acceptance into the City's maintained mileage list reported to the State, the entirety of all previously County maintained roads that were within the Annexation Area and (b) County will no longer be obligated to provide any additional road improvements, beyond routine maintenance and customary road repair and replacement, on roads not accepted into the City's maintained mileage, but located adjacent to but not abutting the Annexation Area. Routine maintenance and customary road repair and replacement mean the level of road maintenance, repair and replacement provided by the County to roads in the unincorporated area generally.

10.2 In the event that City desires to contract with another local government agency for municipal services of a type that are provided by County, City first shall contact County and both parties will negotiate in good faith on the terms of a County-City services agreement. If an agreement cannot be reached, then City may elect to seek proposals from other agencies.

**11. Audit.** Either party may request that an independent audit of the Property Tax Revenue allocated to City or of Sales Tax Revenue distributed to County be performed at any time. The party requesting such an audit shall be solely responsible for the costs of the audit. The auditor shall be jointly selected by the County Administrator and the City Manager. If the audit discloses that a party received less revenue than it should have received under this Agreement, then City or County will make any adjustments required as a result of the audit within 60 days of receipt of the audit or such other time period as agreed to by the parties. The adjustment shall be in the form of a payment from the

overpaid party to the underpaid party consistent with the audit findings or such other remedy as agreed to by the parties. The scope of any audit and repayment obligation under this section shall be limited to the latest three completed fiscal years. If a party disagrees with the audit findings, then it may pursue a declaratory relief or other appropriate lawsuit to review the audit findings.

## **12. Default.**

### **12.1. By City.**

12.1.1. In addition to any remedies County may have at law or in equity in the event of default by City, County may withhold from Property Tax Revenue payments due to City an amount equal to the amount of Sales Tax Revenue and/or development impact fee collection as identified in section 8.3 that City has failed to pay to County in a timely manner, provided that County shall have first given City 30 days written notice of County's intent to offset.

12.1.2. In the event that City fails to transfer Sales Tax Revenue and/or collect and transfer development impact fees as identified in section 8.3 within the times specified in this Agreement, City shall pay interest to County compounded monthly at a rate equal to the County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

### **12.2. By County.**

12.2.1. In addition to any remedies City may have at law or in equity in the event of default by County, City may withhold from Sales Tax Revenue payments due to County an amount equal to the amount of Property Tax Revenue that County has failed to pay to City in a timely manner, provided that City shall have first given County 30 days written notice of City's intent to offset.

12.2.2. In the event that County fails to transfer Property Tax Revenue within the times specified in this Agreement, County shall pay interest to City compounded monthly at a rate equal to the City's average pooled investment interest rate as of June 30 of the preceding fiscal year.

**13. Reformation.** County and City intend that this Agreement will result in a 50%/50% split in property Tax Increment revenue and an 87.5%/12.5% split in Sales Tax Revenue for Annexation Areas. County and City understand and acknowledge that this Agreement is based upon existing law at the time of the Agreement and that such law may be amended in the future. In the event of an amendment of state law that renders this Agreement invalid or inoperable or that denies a party the full benefit of this Agreement, in whole or in part, then County and City agree to enter into good faith negotiations to arrive at a new equitable tax sharing agreement consistent with the intentions of the parties in this Agreement.

## **14. General Provisions.**

14.1. Execution. County authorizes the Chair of its Board of Supervisors and County Clerk to sign this Agreement on behalf of the County. City authorizes its Mayor and City Clerk to sign this Agreement on behalf of the City.

14.2. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except (a) those other documents that are expressly referenced in this Agreement, and (b) the County-City annexation-related tax sharing agreements that predate the date of this Agreement.

14.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

14.4. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.5. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

14.6. Further Assurances. The parties, in order to carry out and give full effect to this Agreement, each shall use all reasonable efforts to provide such information, execute and deliver such further instruments and documents and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

14.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment requires approval by resolution adopted by the governing board of each party and, if the amendment relates to the exchange of Sales Tax Revenue, the resolution must be adopted by two-thirds vote of each governing board.

14.8. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

County:	City:
County Administrator County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901	City Manager City of Wheatland P.O. Box 395 111 C Street Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

\_\_\_\_\_  
PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of \_\_\_\_\_ 2013, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

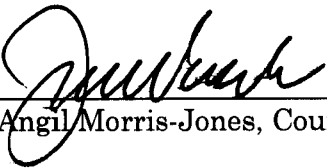
By:

\_\_\_\_\_  
Andy Vasquez, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Donna Stottlemeyer, Clerk of the  
Board of Supervisors

Approved as to form:



\_\_\_\_\_  
Angil Morris-Jones, County Counsel



PASSED, ADOPTED AND APPROVED by the City Council of the City of Wheatland on the \_\_\_\_ day of \_\_\_\_\_ 2013, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Rick West, Mayor

Attest:

\_\_\_\_\_  
Lisa J. Thomason, City Clerk

Approved as to form:

\_\_\_\_\_  
Richard P. Shanahan, City Attorney

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# The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER  
915 8th STREET, STE. 103  
MARYSVILLE, CA 95901-5273

110-13 ONE (530) 749-7840  
... (530) 749-7844

March 13, 2013

TO: Board of Supervisors  
FROM: Dan M. Mierzwa, Treasurer & Tax Collector  
RE: Distribution of excess proceeds

## RECOMMENDATION:

Authorize distribution of excess proceeds of \$11,551.48 from the Tax Defaulted Subject to Sale Public Auction held in February 2012 to recorded party of interest as per Revenue and Taxation Code 4675 (e).

## BACKGROUND:

R & T Code 4675 (e) states if excess proceeds have been claimed by any recorded party of interest, the excess proceeds shall be distributed on order of the board of supervisors.

## DISCUSSION:

After duly notifying each recorded party of interest and publishing the list of excess proceeds for once a week for three consecutive weeks, the Treasurer & Tax Collector's office received one claim for excess proceeds for the public auction held in February 2012. Said claim was submitted to County Counsel's office to review and validate said claim. The Treasurer & Tax Collector's office has received County Counsel's opinion and is now requesting authorization from the Board of Supervisor's to distribute said excess proceeds.

## FISCAL IMPACT:

None, as excess proceeds are a result of the property being sold at auction for more than the tax amount due at the time of the sale.

## FINANCE & ADMINISTRATION COMMITTEE:

Due to routine in nature bypassed committee.

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*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](http://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 

**Date:** March 19, 2013

**Subject:** Updating CDSA Fees for Services

### **Recommendation:**

Adopt the attached ordinance repealing and reenacting as amended Chapter 13.20 of the Yuba County Consolidated Fee Ordinance Code relating to Community Development & Services Agency (CDSA) Fees for Services to become operative on July 1, 2013.

### **Background:**

As a subdivision of the State, Yuba County is responsible to provide services based on the State's mandated requirements. In regards to land use based services provided by the County through CDSA, the myriad of State requirements involved range from the State's required building, food, water, and waste codes, to the California Environmental Quality Act (CEQA), to the Subdivision Map Act. The two primary revenue categories available to the County for offsetting cost of services are taxes (property, sales, etc.) and fees (direct charge for a specific service). While the State may mandate the services each County is required to provide, each County is able to determine for itself how to best distribute tax revenue to offset cost of services and what fees are needed to cover the remainder of their service costs. Services that are generally considered a benefit to the public as a whole, have greater discretion for use of taxes versus services that benefit an individual or organization where a fee is considered appropriate.

Due to the enormous regulatory complexity placed on land use through these State mandates, an enormous amount of education is needed for staff to administer these regulatory requirements as well as to educate the public as to their obligations in meeting them. So even though something such as a building permit would appear as though it would just benefit the individual obtaining the permit, more than likely the reasons why the requirements of the building permit exist are to protect the general

public as a whole. Explaining regulatory requirements, to the person obtaining a particular permit as well as to the general public interested in how the requirements affect the public as a whole, are an important part of the services provided by CDSA.

For Yuba County, the balance of covering the costs of services through tax revenues versus having to charge fees for services has been a constant struggle of trying to keep the combined tax and fee burden as low as possible for our residents while also providing the services required. While Yuba County has costs to provide services that are comparable to our neighboring counties, Yuba's per capita/household generation of taxes (property, sales, etc.) is lower due to a variety of factors, thus forcing a difficult decision as to how best distribute the limited discretionary funds (General Funds) generated by taxes. For this reason, the Board has directed CDSA to be as diligent as possible in collecting fees to cover the cost to provide services in order to reduce the amount of General Funds needed. This has resulted in the County's General Fund covering just over 10% of the costs for CDSA services excluding operation and maintenance of the County's roads. In other words, approximately 90% of land use related service revenues and nearly 100% of road operation and maintenance revenues come from fees and grants, and not from the County's General Fund.

### **Discussion:**

The majority of the current fees for services provided by CDSA are based on hourly rate costs and number of hours to perform a service developed by the MAXIMUS User Fee Study in 2005. While each year minor changes have been made to various fees, such as adjusting how many hours to charge for a service or adding/deleting individual fees, a comprehensive evaluation of the costs and billable hours that the hourly rates are based on has not occurred in over 7 years.

When looking at an hourly rate to be charged, an evaluation of all of the costs associated with providing the service are needed, as well as an evaluation of the potential billable hours that the costs can feasibly be spread over. For example, when looking at the costs, it is not just the salary paid to the building inspector who is performing an inspection or to the planner who is processing a conditional use permit. The total cost to the Department not only includes the building inspector's and/or planner's salaries, but also health insurance costs, pension costs, the cost of providing a building for the employees, a computer with software, in some cases a vehicle to perform field inspections, and overhead and/or administrative support costs that other Departments charge for services they provide. All costs for a Department are divided by the potential billable hours its employees can potentially produce in order to determine an hourly rate.

Like costs, potential billable hours are complex as well. When figuring potential billable hours generated by a Department, there are multiple factors that need to be considered such as number of paid holidays, vacation, and sick days per employee, as well as number of hours spent on non-billable items such as staff meetings and training. Other



factors include number of employees that directly work on projects, and number of employees that provide supervision/management who will have less available time for billable hours.

The methodologies to determine the Departmental costs, potential billable hours, hourly rates, and number of hours for each service that were developed in the previous MAXIMUS User Fee Study were refreshed by County staff utilizing up to date information. Much has changed for the Departments within CDSA since 2005 when the last hourly rate analysis was performed. In 2005, CDSA had not yet been formed, each Department had its own separate administrative staff, and there were a combined total of nearly 150 employees as well as multiple consulting firms providing daily planning, plan check, and inspection services. Today, CDSA consists of less than 90 employees, with all administrative staff consolidated and reduced into one group, no consulting firms providing daily services, and a much more efficient Agency when compared to 2005.

While the workforce has become smaller, the costs per employee have risen. Coupled on top of modest salary increases since 2005, have been dramatic increases in health care costs at roughly an 80% increase per employee, followed by pension costs at nearly a 40% increase. In addition to labor costs, nearly every other cost associated with operating a Department has increased, from the cost of insurance, to the cost of technological support, to the cost of vehicles.

While optimization and efficiencies in processes have been realized over the past 6 years in CDSA (since formation in May of 2006), which helped prolong the need to increase the hourly rate charged to cover increasing costs, it is necessary to do a true up of actual costs to billable hours.

The importance of a new hourly rate is that nearly every service fee charged within CDSA is derived from a calculation of hours to perform a service multiplied by the hourly rate. Coupled with determining the hourly rate, CDSA also performed an in-depth review of number of hours charged for a particular service, as well as fee categories and organization of the fee schedule to optimize efficiencies and understanding.

### **Building Fees:**

While there have been incremental improvements to the fee schedules in Planning, Public Works, Environmental Health, and Code Enforcement over the past few years, the fee schedules for the Building Department have remained unchanged since adoption in 2005. The 2005 Building Department fee schedules were the County's first attempt at transitioning building permit service fees from a valuation basis to a fee based on number of hours to perform a service. There are a substantial number of potential services that may be requested of the Building Department, varying from requests to provide permits for new homes and new businesses, to modifications or additions to existing homes and businesses, to simple single items such as replacing a water heater. In creating the 2005 Building fee schedules, MAXIMS created a list of

fees for services to anticipate these variables, resulting in a list of over 1,000 different fees, covering 21 pages.

One of the priorities in evaluating the Building fees was to create a more manageable and understandable fee schedule for employees and the public. The result is a fee schedule reduced from over 1,000 to just 188 fee categories, with a better grouping and description of the fees. In addition, the proposed fee schedule reflects a reduction in the number of hours for plan check and inspection on many of the new construction types. For example, the current (FY 12/13) fee schedule for a new 2,000-square foot single family home is based on 36.5 hours of time. The proposed fee schedule is based on 24 hours of time. While this example is more extreme than some, the results of the updated analysis reduced the number of hours to process a permit on the majority of the fee categories.

Although the proposed Building fee schedule is a substantial and notable change from the current schedule and took considerable effort, staff was sure to evaluate all service fees in CDSA. This resulted in some minor changes to the Public Works and Environmental Health schedules, but more significant changes to the Planning fee schedule.

### **Planning Fees:**

Like Building, the Planning fee schedule received a significant overhaul in 2005. The overhaul resulted in a fee schedule that had nearly all services on an hourly basis with a small deposit required initially and the remaining payment due at project completion. For a variety of reasons, the fee schedule was incrementally modified to a mainly flat fee for service schedule, with the goal being that applicants would know the full cost to process their project up front. However, since the flat fee schedule is based on the average cost for a category, those projects with fewer obstacles that require less time to process end up paying a premium, while the more challenging, time-consuming projects benefit. To help resolve this, the proposed fee schedule for Planning recommends transitioning to a hybrid of the previous two approaches. In particular, charging a base fee that will cover the number of hours needed to process a straight forward project, and then the hourly rate will be applied when the base hours are exceeded. This hybrid approach will help benefit those well prepared and/or less problematic projects with a lower fee, while requiring the challenging and/or less prepared projects to pay their actual costs. Consistent with General Plan Goal CD2 (Reinvestment), it is also intended that this approach will help encourage small business owners/developers to develop projects within the County's infill areas by making these projects more affordable. The result will be lower base fees for common projects such as: a tentative parcel map fee will be reduced from \$3,320 to \$2,760, a minor conditional use permit will be reduced from \$2,660 to \$1,656, and the Planning review of a new home building permit will be reduced from \$158 to \$138. While a majority of the Planning fees could be lowered upon evaluation of base time required, not all could. So for example, the fee

for Planning's review of a Lot Line Adjustment needed to be adjusted from \$210 to \$345 to cover time spent.

### **Environmental Health:**

Due to the variety of programs, such as food facilities, water/wastewater systems, solid waste facilities, health care facilities, hazardous materials, and so on administered by the Environmental Health Department, the fee schedule for this Department is rather lengthy (over 200 different fees). As part of the comprehensive review of the CDSA service fees, the hours charged for the various services were evaluated. While there are only minor changes proposed to the number of hours charged or the number of fees on the schedule, the fee schedule required overhauling to account for the proposed hourly rate changing from \$119/\$131 (depending on task) to \$138. This resulted in nearly every Environmental Health fee increasing due to the hourly rate change.

### **Code Enforcement:**

A substantial update of Code Enforcement fees occurred last year, and no changes to the hours charged or types of fees are being recommended. However, due to the proposed new rate of \$138 per hour versus the previous rate of \$105 per hour, the fees on the schedule have been adjusted accordingly.

### **Public Works / Surveyor:**

There have been several minor changes to the Public Works / Surveyor fees over the last few years. As part of the comprehensive review of the CDSA service fees, the hours charged for the various services were evaluated. While there are only minor changes proposed to the number of hours charged or the number of fees on the schedule, the fee schedule required overhauling to account for the proposed hourly rate changing from \$105 to \$138.

### **Parks:**

No changes are being proposed, however since Parks are part of Chapter 13.20 they are included in this update.

### **CDSA General:**

The current CDSA General fees have received several minor changes over the past few years, which have resulted in there being only two changes proposed as part of this update. One is changing the fee for deferred improvement agreements to reflect the

new hourly rate, \$138 per hour versus \$105. The other change is to the General Plan and Development Code update fee to include technology support, and to change the fee from a flat fee to a percentage based fee in order to more fairly distribute the costs associated with these items. In addition to the Technology / General Plan & Code Update Fee, there is also a proposed percentage based fee for Code Enforcement. Currently, only a portion of the fees collected in the Building Department are being used to support Code Enforcement. Based on the support provided by Code Enforcement to all disciplines in CDSA, the proposed fee will more evenly generate revenue to provide this service.

### **Summary:**

The proposed collective fee schedules for CDSA in Chapter 13.20 contain 569 different fees (currently there are over 1,400 different fees) and help represent the variety of services CDSA provides. A comprehensive evaluation of how we deliver these services has been ongoing since our formation in May of 2006, and will continue into the future to ensure that we continually provide the best value to our customers. The proposed hourly rate and fee schedules are representative of our current circumstances.

Attached to this report is an executive summary of the information contained in this report which includes a summary comparison of the current versus proposed fees for commonly used fees as well as a summary comparison of the proposed fees in Yuba County versus surrounding jurisdictions.

Staff recommends that the Board adopt the attached ordinance repealing and reenacting as amended Chapter 13.20 of the Yuba County Ordinance Code, and also instruct staff to perform an annual update of the fees based on an hourly rate determination.

### **Committee Action:**

This item was discussed by the full Board at a workshop on March 5, 2013 and it was recommended that the ordinance be presented to the full Board for their consideration.

### **Fiscal Impact:**

In order to balance operating costs, billable hours, and General Fund reimbursements, the fee schedules in Chapter 13.20 need to be updated to reflect current conditions in order to cover current costs. Failure to do so will result in inadequate funds from service fees to cover services requested. Resolution of the inadequate service fee funds would need to be resolved by increasing General Fund reimbursements and/or decreasing costs. Due to the current, reduced CDSA workforce that can generate billable hours, further reduction in workforce is not recommended and may exacerbate

the issue of reducing costs. It appears the only feasible ways to reduce costs thereby reducing the hourly rate will be by either increasing the billable hours through reduction of non-billable services or reduction of cost per employee through reduction of salary and/or benefits.

Due to the variation between Departments being less than \$3/hour, and with the goal of keeping the fee rates as simple as possible, the average was taken and then rounded down to the nearest whole dollar.

Summary of CDSA Hourly Rate Determination  
FY 2013/14

<b>Department</b>	<b>Budgeted Operational Costs*</b>	<b>Less Grant Reimb.</b>	<b>Less General Fund Reimb.</b>	<b>CDSA Costs to be Billed</b>	<b>Available Staff Billable Hours</b>	<b>Proposed Rate</b>
Public Works (Land Use)	279,032	0	0	279,032	2,012	138.72
Surveyor	447,812	0	(90,655)	357,157	2,586	138.13
Building	991,795	0	0	991,795	7,174	138.24
Code Enforcement	496,773	(10,000)	(218,231)	268,542	1,917	140.08
Planning	448,819	(145,186)	(174,624)	129,009	935	138.01
Environmental Health	1,666,459	(325,000)	0	1,341,459	9,746	137.64
<b>CDSA Total</b>	<b>4,330,691</b>	<b>(480,186)</b>	<b>(483,510)</b>	<b>3,366,995</b>	<b>24,369</b>	<b>138.16</b>

\* Budgeted Operational Costs include salaries, benefits, services, and supplies. Public Works' Budgeted Operational Costs only include salaries, benefits, services, and supplies related to land use fees for services.

**Attachments:**

- Executive Summary with Fee Comparisons
- Ordinance repealing and reenacting as amended Chapter 13.20

## CDSA Service Fees Update, Chapter 13.20

### Executive Summary

March 5, 2013

#### Methodology:

- The majority of the current fees for services provided by CDSA are based on hourly rate costs and number of hours to perform a service developed by the MAXIMUS User Fee Study in 2005.
- While each year minor changes have been made to various fees, such as adjusting how many hours to charge for a service or adding/deleting individual fees, a comprehensive evaluation of the costs and billable hours that the hourly rates are based on has not occurred in over 7 years.
- The methodologies to determine the Departmental costs, potential billable hours, hourly rates, and number of hours for each service that were developed in the previous MAXIMUS User Fee Study were refreshed by County staff utilizing up to date information.
- Due to the variation between Departments being less than \$3/hour, and with the goal of keeping the fee rates as simple as possible, the average was taken and then round down to the nearest whole dollar.

#### Summary of CDSA Hourly Rate Determination FY 2013/14

<i><b>Department</b></i>	<i><b>Budgeted Operational Costs*</b></i>	<i><b>Less Grant Reimb.</b></i>	<i><b>Less General Fund Reimb.</b></i>	<i><b>CDSA Costs to be Billed</b></i>	<i><b>Available Staff Billable Hours</b></i>	<i><b>Proposed Rate</b></i>
Public Works (Land Use)	279,032	0	0	279,032	2,012	138.72
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Code Enforcement	496,773	(10,000)	(218,231)	268,542	1,917	140.08
Planning	448,819	(145,186)	(174,624)	129,009	935	138.01
Environmental Health	1,666,459	(325,000)	0	1,341,459	9,746	137.64
CDSA Total	4,330,691	(480,186)	(483,510)	3,366,995	24,369	138.16

\* Budgeted Operational Costs include salaries, benefits, services, and supplies. Public Works' Budgeted Operational Costs only include salaries, benefits, services, and supplies related to land use fees for services.

### **Building Fees:**

- One of the priorities in evaluating the Building fees was to create a more manageable and understandable fee schedule for employees and the public. The result is a fee schedule reduced from over 1,000 to just 188 fee categories, with a better grouping and description of the fees.
- The proposed fee schedule reflects a reduction in the number of hours for plan check and inspection on many of the new construction types.
- For example, the current (FY 12/13) fee schedule for a new 2,000-square foot single family home is based on 36.5 hours of time. The proposed fee schedule is based on 24 hours of time.
- The results were reducing the number of hours to process a building permit on the majority of the fee categories and applying the new hourly rate of \$138.

### **Planning Fees:**

- The proposed fee schedule for Planning recommends transitioning to a hybrid of the previous two approaches to Planning fees by charging a base fee that will cover the number of hours needed to process a straight forward project, and then the hourly rate will be applied when the base hours are exceeded.
- The result will be lower base fees for common projects such as: a tentative parcel map fee will be reduced from \$3,320 to \$2,760, a minor conditional use permit will be reduced from \$2,660 to \$1,656, and the Planning review of a new home building permit will be reduced from \$158 to \$138.
- While a majority of the Planning fees could be lowered upon evaluation of base time required, not all could. So for example, the fee for Planning's review of a Lot Line Adjustment needed to be adjusted from \$210 to \$345 to cover time spent.
- The results were reducing the number of hours included in the base fee for the majority of the Planning fees and applying the new hourly rate of \$138.

### **Environmental Health:**

- The fee schedule was evaluated as part of the comprehensive review of the CDSA service fees.
- There are only minor changes proposed to the number of hours charged or the number of fees on the schedule.
- The fee schedule required revision to account for the proposed hourly rate changing from \$119/\$131 (depending on task) to \$138, resulting in an increase in nearly every fee.

### **Code Enforcement:**

- A substantial update of Code Enforcement fees occurred last year, and no changes to the hours charged or types of fees are being recommended.
- Due to the proposed new rate of \$138 per hour versus the previous rate of \$105 per hour, the fees on the schedule have been adjusted accordingly.

**Public Works / Surveyor:**

- The fee schedule was evaluated as part of the comprehensive review of the CDSA service fees.
- There are only minor changes proposed to the number of hours charged or the number of fees on the schedule.
- The fee schedule required revision to account for the proposed hourly rate changing from \$105 to \$138, resulting in an increase in nearly every fee.

**CDSA General:**

- Aside from changing the hourly rate to \$138, the other notable change is to move the General Plan and Development Code update fee from the Planning to CDSA General Fee schedule, include technology support, and change the fee from a flat fee to a percentage based fee.
- In addition to the Technology / General Plan & Code Update Fee, there is also a proposed percentage based fee for Code Enforcement. Currently, only a portion of the fees collected in the Building Department are being used to support Code Enforcement. Based on the support provided by Code Enforcement to all disciplines in CDSA, the proposed fee will more evenly generate revenue to provide this service.

**Summary:**

- One of the priorities in evaluating the CDSA fees was to create more manageable and understandable fee schedules for employees and the public.
- The proposed collective fee schedules for CDSA contain 569 different fees, which is a significant reduction to the current 1,400+ different fees.
- The proposed fee schedules have been reorganized to be easier to follow.
- A comprehensive evaluation of how CDSA delivers services has been ongoing since our formation in May of 2006, and will continue into the future to ensure that we continually provide the best value to our customers.
- The proposed hourly rate and fee schedules are representative of our current circumstances, and should be evaluated annually.
- A comparison of current to proposed rates for commonly used fees is included.
- A comparison of proposed rates to surrounding jurisdictions is included.



### Comparison of Current to Proposed Rates for Commonly Used Fees:

NAME OF FEE	CURRENT	PROPOSED
<b>Building Fees</b>		
Residential Re-Roof (20 squares, w/ sheathing)	\$342.82	\$379.50
Reconnect Gas or Electrical Service	\$230.82	\$69
Residential HVAC Replacement	\$163.85	\$172.50
Residential Water Heater Replacement	\$141.51	\$69
Awning/Patio Cover (200 square foot)	\$453.82	\$379.50
New Single Family Residence (Custom, 2000 sq. ft.)	\$3,799.34	\$3,415.50
New Single Family Residence (Mstr. Plan, 2000 sq. ft.)	\$2,626.82	\$2,725.50
New Garage (400 square foot)	\$978.34	\$793.50
Residential Remodel (Kitchen, 300 square foot)	\$498.82	\$552
Existing Retail Business (Tenant Imp., 5,000 sq. ft.)	\$4,512.34	\$4,350.70
<b>Planning Fees</b>		
Tentative Parcel Map	\$3,320.00	\$2,760.00
Final Map Review – Parcel Map	\$630.00	\$552.00
Conditional Use Permit - Minor	\$2,660.00	\$1,656.00
Land Use Confirmation	\$158.00	\$207.00
Building Permit Review – Single Family Residence	\$158.00	\$138.00
Building Permit Review – Accessory Structures	\$52.00	\$69.00
Lot Line Adjust – Planning Review	\$210.00	\$345.00
CEQA - Initial Study / Mitigated Negative Declaration	\$2,625.00	\$2,070.00
<b>Environmental Health Fees</b>		
Restaurant – 50 -149 seats (Annual Permit)	\$476.00	\$552.00
Retail Market – 2000 to 5999 sq. ft. (Annual Permit)	\$476.00	\$552.00
Vehicle – Vending no food prep (Annual Permit)	\$238.00	\$276.00
Special Events – Large, 3+ vendors	\$357.00	\$414.00
New Engineered Septic System	\$907.00	\$966.00
New Water Well	\$357.00	\$414.00
Tentative Parcel Map – EH Review (public system)	\$261.00	\$276.00
Building Permit – Route Slip Clearance	\$93.00	\$69.00
Lot Line Adjustment – EH Review	\$131.00	\$138.00
Hazardous Mat. Annual Permit – Category II Bus.	\$241.00	\$276.00
<b>Public Works / Surveyor Fees</b>		
Tentative Parcel Map – PW / Surveyor Review	\$630.00	\$828.00
Building Permit – Route Slip Clearance	\$20.00	\$34.50
Lot Line Adjustment	\$420.00	\$552.00
Driveway Encroachment Permit	\$175.00	\$207.00

### Comparison of Proposed Fees to Other Jurisdictions:

- This comparison is to show relatively of fees and is not a comparison of costs amongst jurisdictions to provide services due to the fact that each jurisdiction takes its own approach as to how much of their costs are covered with tax revenues as opposed to fees as well as how recent their fees have been adjusted to account for changes in cost.

NAME	YUBA	BUTTE	NEVADA	SUTTER	YOLO
<b>Building Fees</b>					
New Home, Custom 2,000 sq. ft./\$200k	\$3,415.50	\$3,282.25	\$2,626.13	\$2,203.28	\$3,726.77
New Home, Mstr. Plan, 2,000 sq. ft./\$200k value	\$2,725.50	\$2,297.25	\$2,626.13	\$2,203.28	\$3,726.77
Re-roof w/ sheathing	\$379.50	\$319.24	\$314.45	\$240.74	\$249.10
Residential Remodel 300 sq. ft./\$30k value	\$552.00	\$905.12	\$724.12	\$401.64	\$1,100.62
Water Heater	\$69.00	\$203.25	\$314.45	\$101.64	\$180.20
<b>Planning Fees</b>					
Tent. Parcel Map	\$2,760.00 20hr + hrly	\$1,956.00 12hr + hrly	\$2,153.00 18hr + hrly	\$1,850.00 18hr + hrly	\$3,917.76 25hr +hrly
Cond. Use Permit – Minor	\$1,656.00 12hr + hrly	\$1,630.00 10hr + hrly	\$2,153.00 18hr + hrly	\$750.00 7hr +hrly	\$1,795.64 12hr + hrly
Lot Line Adjustment	\$345.00 2.5hr + hrly	\$652.00 4hr + hrly	\$299.00 2.5hr + hrly	\$650.00 flat fee	\$1,061.06 flat fee
Bldg. Permit Review	\$69.00 - \$138.00	\$81.50 - \$326.00	\$179.43 1.5hr + hrly	Valuation Based	\$163.00 – \$326.48
<b>Environmental Health Fees</b>					
Annual - Restaurant 50-149 seats	\$552.00	\$578.00	\$547.80	\$470.00	\$761.00
Annual – Retail Market 2,000 to 5,999 sq. ft.	\$552.00	\$473.00 (1000-5999)	\$584.32 (1000 – 5999)	\$470.00 (2000-5000)	\$578.00
New Engineered Septic System	\$966.00	\$892.00	\$949.52	\$752.00	\$830.00
New Water Well	\$414.00	\$421.00	\$438.24	\$470.00	\$771.00
<b>PW / Surveyor</b>					
Tent. Parcel Map – Surveyor Review	\$828.00 flat fee	\$652.00 4hr + hrly	\$512.00 flat fee	\$680.00 flat fee	\$286.00 flat fee
Lot Line Adjustment	\$552.00 flat fee	\$978.00 6hr + hrly	\$384.00 flat fee	\$100.00 flat fee	\$286.00 flat fee
Driveway Encroachment Permit	\$207.00	\$176.00	\$185.00	\$0 Gen. Fund	\$225.00

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

**AN ORDINANCE REPEALING AND RE-ENACTING AS AMENDED CHAPTER 13.20  
OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE**

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 P. MORRIS-JONES  
COUNTY COUNSEL

By: 

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

**Section 1.** This ordinance shall take effect sixty (60) days after its passage, and shall become operative and in full force on July 1, 2013 and before the expiration of thirty (30) 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.** Sections 13.20.100, 13.20.200, 13.20.300, 13.20.400, 13.20.500, 13.20.600, and 13.20.700 of Chapter 13.20 of Title XIII of the Yuba County Consolidated Fee Ordinance Code, which constitute Chapter 13.20 in its entirety, are hereby repealed and reenacted in their entirety to read as reflected in Attachment "A", hereto and by this reference are incorporated herein as though set forth in full.

**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.

**Community Development & Services Agency General Fees - Code Section 13.20.100**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Standard Page Sizes (8-1/2"x11" - 14") B&W	\$0.25/per sheet
Standard Page Sizes (8-1/2"x11" - 14") Color	\$1.00/per sheet
Page Sizes (11"x17") B&W	\$0.50/per sheet
Page Sizes (11"x17") Color	\$2.00/per sheet
Page Sizes (18"x24")	\$5.00/sheet
Page Sizes (24"x36") and larger	\$10.00/sheet
Reproduction Not Done in Office	Actual Cost
Audio Provided on CD	\$15.00
Electronic Data Request (existing data provided via email, add \$10 to place on CD)	\$2.00 per attachment
County Counsel or Special Counsel Fees	Actual Cost
Recording Processing Fee	\$69.00
(Does not incl. costs to create document nor Recorder's Fees)	
Technology / General Plan & Code Update Fee	3% on all fees
Excludes impact fees	collected by CDSA
Code Enforcement Support Fee	2% on all fees
Excludes impact fees	collected by CDSA
Returned Check Fee	\$35.00
Cash Deposit - Temporary Use	\$1,000.00
Cash Deposit - Deferred Improvements	Deposit corresponds
	w/ value of imp.
Processing Refund of Cash Deposit Fee (whichever is greater)	\$138 or 10% of Deposit
Deferred Improvement Agreement (single family residential)	\$276.00
Deferred Improvement Agreement (all other uses)	\$552.00
Unverified Complaint Response Fee	Hourly Rate by Division
(charged upon 2nd time of unverified complaint from same person)	
For CDSA permits required to correct work performed or operations that occurred subsequent to notification by CDSA of the violation, the permit fees shall be twice the standard rate. Repeat violators or violations shall be three times the standard rate and no prior notification is required.	
Annual Permits 2 Payment Option:	
Must notify County in advance of due date and pay at least half of fee prior to due date and remainder within 6 months of due date, total fee will be increased by 10% with 2 Payment Option.	Fee + 10%

**Community Development & Services Agency General Fees - Code Section 13.20.100**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Penalties for Late Payment:	
25% if paid 1-30 days past due	
50% if paid 31-60 days past due	
Beyond 60 days, 100% plus enforcement costs.	
For returned checks, due date is date of original payment.	
Request for Waiver of Penalties:	
Written request must be presented to the CDSA Director for consideration	
within 30 days for penalty being assessed. Consideration	
will be given to amount of penalty and option to allow a	
structured repayment plan with interest on past due amount	
assessed at rate of 1.5% per month.	
Permit applications withdrawn, by the applicant or by staff	
due to inactivity, will have 30 days for the Applicant to request in	
writing a refund of the unused portion of the permit fees/deposits,	
less a 10% processing fee, or they will be forfeited.	
No refunds will be issued once a project has been set for hearing.	
Refunds for Building fees shall be per Section 13.20.200.	
All other service requests not specifically identified in the	
fee schedule shall be charged at the applicable Division's hourly rate.	
All reproduction requests less than \$1 in value may be waived due	
to processing cost exceeding value of service.	
In the event of the failure of the owner of a development	
project to pay in full a fee or fees payable under Chapter	
13.20, County may place and record a lien upon subject	
property in the amount of the unpaid fees. (Ord. No. 1459a)	
Enforcement actions resulting in collection/storage of	Actual Cost
materials or equipment.	

**Building - Code Section 13.20.200**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
Processing/Intake Fee (Applies to all permits unless noted)	each	\$103.50
Manufactured Home, Soft Set Permit	each	\$414.00
Manufactured Home/Comm. Coach, Utility Hook Ups	each	\$241.50
Manufactured Home, Foundation Retrofit	each	\$345.00
Temporary Construction Trailer	each	\$276.00
Temporary Sales Trailer	each	\$552.00
Temporary Travel Trailer	each	\$276.00
Prefabricated Accessory Structure up to 400 s.f. No Services/Utilities (Residential and Ag)	up to 400 s.f.	\$276.00
Awning, Patio Cover, Carport, Decks, etc.	up to 200 s.f.	\$276.00
Each additional 100 sq. ft.	ea add'l 100 s.f.	\$69.00
Residential Remodel - up to 200 sq. ft.	up to 200 s.f.	\$345.00
Each additional 100 sq. ft.	each 100 s.f.	\$103.50
Residential Alteration/Repair (dryrot, siding, etc., one discipline)	up to 50 l.f.	\$207.00
Each additional 50 l.f.	ea add'l 50 l.f.	\$34.50
Non-Residential Alteration/Repair (work not otherwise identified, one discipline, 2 hr. min.)	hourly	\$276.00
Re-roof (roofing material only) First 10 Squares	first 10 squares	\$138.00
Additional 10 squares	ea add'l 10 squ	\$69.00
Re-roof (roof material and sheathing) First 10 Squares	first 10 squares	\$207.00
Additional 10 squares	ea add'l 10 squ	\$69.00
Roof Structure Replacement (includes Re-roof w/ sheathing)	up to 500 s.f.	\$345.00
Each additional 100 sq. ft.	each 100 s.f.	\$69.00
Window or Sliding Glass Door - Replacement/Retrofit	first 10	\$138.00
Each additional after 10 Windows	each add'l	\$13.80
Fireplace		
Masonry	each	\$379.50
Pre-Fabricated/Metal/Factory Made	each	\$207.00
Residential HVAC (complete system incl. furnace, a/c unit and duct work)	each	\$103.50
Residential HVAC (furnace and/or a/c unit only and no duct work)	each	\$69.00
Non-Residential HVAC Repair, 1 hr. minimum	hourly	\$138.00
Type I or Type II Commercial Kitchen Hood	each	\$69.00
Waste Grease Trap and/or Interceptor including its trap and vent.	each	\$34.50
Installation, alteration, or repair of water piping	each	\$34.50

**Building - Code Section 13.20.200**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
and/or water treating equipment		
Gas Piping (per outlet)	each	\$34.50
Temporary electrical system for construction/temp trailer	each	\$34.50
Services/sub panels up to 200 amperes in rating	each	\$34.50
Services/sub panels 200 to 1000 amperes in rating	each	\$69.00
Services/sub panels over 1000 amperes in rating	each	\$138.00
Motors up to 1 h.p.	each	\$34.50
Motors over 1 h.p.	each	\$103.50
Residential Apparatus Replacement (no processing fee)	each	\$69.00
Reconnect Gas and/or Elec. Service (no processing fee)	each	\$69.00
Photovoltaic and/or solar system (Residential)	each	\$207.00
Photovoltaic and/or solar system (Non-Residential) 2 hr. min.	hourly	\$276.00
Antenna/Cell Tower/Windmill - new	each	\$552.00
Antenna/Cell Tower/Windmill - replacement/add. apparatus	each	\$276.00
Signs (no electric)	each	\$241.50
Signs (with electric)	each	\$276.00
Each additional sign on same permit (all types)	each	\$69.00
Spa or Hot Tub (Pre-fabricated- Above Ground)	each	\$138.00
Swimming Pool/Spa Complete (up to 800 sf)		
Vinyl-lined	each	\$276.00
Fiberglass	each	\$310.50
Gunite	each	\$586.50
Public pool	each	\$759.00
Each Additional 100 s.f. (all)	each 100 s.f.	\$69.00
Tank - Above Ground	each	\$379.50
Tank - Below Ground	each	\$483.00
Fence (non masonry) greater than 6 feet in height	up to 100 l.f.	\$207.00
Each additional 100 l.f.	ea add'l 100 l.f.	\$69.00
Fence (masonry) / Retaining Wall (all types)	up to 50 l.f.	\$345.00
Each additional 50 l.f.	ea add'l 50 l.f.	\$69.00
Grading (less than 1 acre, 2' fill/cut, and 50 cubic yards)	each	\$138.00
SWPPP Fee - Grading issued by Bldg (less than 1 acre)	each	\$69.00
Change of Ownership/Occupancy Permit	each	\$241.50
Demolition	each	\$276.00



**Building - Code Section 13.20.200**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
Duplicate/Replacement Job Card (no processing fee)	each	\$34.50
Fire Sprinkler Processing Fee	each	\$138.00
Fire Sprinkler Inspection (residential)	each	\$207.00
Fire Sprinkler Inspection (non-residential), 2 hr. min.	hourly	\$276.00
Fire Sprinkler Plan Check (sent to outside consultant)	each	Actual Cost
Residential Fire Safe Inspections (pre & post construction)	each	\$276.00
Residential Plan Check, 1 hr. minimum	hourly	\$138.00
Non-Residential Plan Check, 2 hr. minimum	hourly	\$276.00
When activity necessitates plan check (excludes base for new const.), number of hours will be estimated at time of permit application, tracked and then balance resolved (add'l payment or credit towards inspection) prior to permit issuance.		
Plan Change Concurrent w/Plan Check, 1 hr. minimum	hourly	\$138.00
Plan Change Post Plan Check (1/2 cost of current new P.C.)	each	1/2 New P.C.
Third Party Plan Check (outside plan check)	each	Actual Cost
Residential Inspection, 1 hr. minimum	hourly	\$138.00
Non-Residential Inspection, 2 hr. minimum	hourly	\$276.00
When activity is not listed, number of hours will be estimated at time of permit issuance, tracked and then balance resolved (add'l payment or refund) prior to permit closeout.		
Business License Inspection Fee (no processing fee)	each	\$69.00
Inspection, outside business hours, 2 hr. minimum	hourly	\$276.00
Alternate Methods & Materials Review	each	\$276.00
Land Use Entitlement Review	each	\$69.00
Building Standards Commission Fee (BSC)		
Strong Motion Instrument Program (SMIP)		
BSC & SMIP Fees are State imposed fees, and are collected as set forth by Resolution		
Stop Work Notice	each	2 Times Permit
Re-Inspection Residential	each	\$207.00
Re-Inspection Non-Residential	each	\$345.00
Permit Renewal (1/2 cost of current new permit)	each	1/2 New Permit
Permit Reinstatement (Full cost of current new permit)	each	Same as New Permit
* Except as otherwise specified, all services in this Section which are charged at an hourly rate are 1 hour minimum and charged in half hour increments thereafter.		

**Building - Code Section 13.20.200**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
Building Department Hourly Rate	hourly	\$138.00
<p>** Expiration of Plan Review. Applications for which no permit is issued 180 days following the date of plan check completion shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing "circumstances beyond the control of the applicant" have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan check review fee.</p>		
<p>FEE REFUNDS: The Building Official may authorize full refunding of any fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under the permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.</p>		

# **Building - Code Section 13.20.200**

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	BEGINNING July 1, 2013		
	PLAN CHECK	INSPECTION	TOTAL
<b>A - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$3,036.00	\$4,830.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.80	\$18.40	\$32.20
10,000 sq. ft.	\$3,036.00	\$4,692.00	\$7,728.00
Per 100 sq. ft. over 10,000	\$6.90	\$9.20	\$16.10
<b>A - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$552.00	\$1,380.00	\$1,932.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$9.20	\$15.33
10,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00
Per 100 sq. ft. over 10,000	\$3.07	\$4.60	\$7.67
<b>B - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$3,312.00	\$5,106.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.80	\$18.40	\$32.20
10,000 sq. ft.	\$3,036.00	\$4,968.00	\$8,004.00
Per 100 sq. ft. over 10,000	\$6.90	\$9.20	\$16.10
<b>B - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$690.00	\$2,208.00	\$2,898.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$3.07	\$9.20
10,000 sq. ft.	\$1,242.00	\$2,484.00	\$3,726.00
Per 100 sq. ft. over 10,000	\$3.07	\$1.53	\$4.60
<b>E - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$2,208.00	\$3,588.00	\$5,796.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$12.27	\$21.47	\$33.73
10,000 sq. ft.	\$3,312.00	\$5,520.00	\$8,832.00
Per 100 sq. ft. over 10,000	\$6.13	\$10.73	\$16.87
<b>E - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$966.00	\$1,518.00	\$2,484.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$12.27	\$18.40
10,000 sq. ft.	\$1,518.00	\$2,622.00	\$4,140.00
Per 100 sq. ft. over 10,000	\$3.07	\$6.13	\$9.20
<b>F - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$2,208.00	\$4,416.00	\$6,624.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$12.27	\$9.20	\$21.47
10,000 sq. ft.	\$3,312.00	\$5,244.00	\$8,556.00
Per 100 sq. ft. over 10,000	\$6.13	\$4.60	\$10.73
<b>F - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,104.00	\$1,932.00	\$3,036.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$7.67	\$10.73	\$18.40
10,000 sq. ft.	\$1,794.00	\$2,898.00	\$4,692.00
Per 100 sq. ft. over 10,000	\$3.83	\$5.37	\$9.20
<b>H - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$2,898.00	\$3,864.00	\$6,762.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$13.80	\$19.93	\$33.73
10,000 sq. ft.	\$4,140.00	\$5,658.00	\$9,798.00
Per 100 sq. ft. over 10,000	\$6.90	\$9.97	\$16.87
<b>H - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$1,932.00	\$3,588.00

# **Building - Code Section 13.20.200**

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	BEGINNING July 1, 2013		
	PLAN CHECK	INSPECTION	TOTAL
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.20	\$13.80	\$23.00
10,000 sq. ft.	\$2,484.00	\$3,174.00	\$5,658.00
Per 100 sq. ft. over 10,000	\$4.60	\$6.90	\$11.50
<b>M - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$3,036.00	\$4,140.00	\$7,176.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$21.47	\$21.47	\$42.93
10,000 sq. ft.	\$4,968.00	\$6,072.00	\$11,040.00
Per 100 sq. ft. over 10,000	\$10.73	\$10.73	\$21.47
<b>M - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,518.00	\$1,932.00	\$3,450.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$7.67	\$12.27	\$19.93
10,000 sq. ft.	\$2,208.00	\$3,036.00	\$5,244.00
Per 100 sq. ft. over 10,000	\$3.83	\$6.13	\$9.97
<b>R-1 - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$2,898.00	\$7,038.00	\$9,936.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$23.00	\$50.60	\$73.60
10,000 sq. ft.	\$4,968.00	\$11,592.00	\$16,560.00
Per 100 sq. ft. over 10,000	\$11.50	\$25.30	\$36.80
<b>R-1 - Production (Mstr Planned)</b>			
Base Rate (up to 1,000 sq. ft.)	\$414.00	\$7,038.00	\$7,452.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$0.00	\$50.60	\$50.60
10,000 sq. ft.	\$414.00	\$11,592.00	\$12,006.00
Per 100 sq. ft. over 10,000	\$0.00	\$25.30	\$25.30
<b>R-1 - TI</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$1,932.00	\$3,588.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.20	\$12.27	\$21.47
10,000 sq. ft.	\$2,484.00	\$3,036.00	\$5,520.00
Per 100 sq. ft. over 10,000	\$4.60	\$6.13	\$10.73
<b>R-2 - Residential Care</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,794.00	\$1,932.00	\$3,726.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$41.40	\$96.60	\$138.00
2,000 sq. ft.	\$2,208.00	\$2,898.00	\$5,106.00
Per 100 sq. ft. over 2,000	\$31.05	\$72.45	\$103.50
<b>R-3 - Custom/Model</b>			
Base Rate (up to 1,000 sq. ft.)	\$828.00	\$1,932.00	\$2,760.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$27.60	\$27.60	\$55.20
2,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00
Per 100 sq. ft. over 2,000	\$20.70	\$20.70	\$41.40
<b>R-3 - Production (Mstr. Planned)</b>			
Base Rate (up to 1,000 sq. ft.)	\$414.00	\$1,932.00	\$2,436.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$27.60	\$27.60
2,000 sq. ft.	\$414.00	\$2,208.00	\$2,622.00
Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70
<b>R-3 - Factory Built (offsite)</b>			
Base Rate (up to 1,000 sq. ft.)	\$414.00	\$1,104.00	\$1,518.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$27.60	\$27.60
2,000 sq. ft.	\$414.00	\$1,380.00	\$1,794.00

**Building - Code Section 13.20.200**

Fees below do not include processing or routing fees within CDSA, and fire sprinkler fees. Plan check on 3rd submittal of same issue, and 3rd inspection of same item shall be charged on a per hour basis at Dept. hourly rate.

NEW CONSTRUCTION PERMITS BY OCCUPANCY CLASSIFICATION	BEGINNING July 1, 2013		
	PLAN CHECK	INSPECTION	TOTAL
Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70
<b>R-3 - Manufactured Home/Com. Coach</b>			
Base Rate (up to 1,000 sq. ft.)	\$276.00	\$966.00	\$1,242.00
Per 100 sq. ft. (1,001 to 1,999 sq. ft.)	\$0.00	\$27.60	\$27.60
2,000 sq. ft.	\$276.00	\$1,242.00	\$1,518.00
Per 100 sq. ft. over 2,000	\$0.00	\$20.70	\$20.70
<b>R-2 &amp; R-3 - Additions to Existing</b>			
Base Rate (up to 200 sq. ft.)	\$276.00	\$552.00	\$828.00
Per 100 sq. ft. (201 to 1,999 sq. ft.)	\$46.00	\$92.00	\$138.00
2,000 sq. ft.	\$1,104.00	\$2,208.00	\$3,312.00
Per 100 sq. ft. over 2,000	\$34.50	\$69.00	\$103.50
<b>S - Complete incl. MP&amp;E*</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,932.00	\$3,036.00	\$4,968.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$15.33	\$21.47	\$36.80
10,000 sq. ft.	\$3,312.00	\$4,968.00	\$8,280.00
Per 100 sq. ft. over 10,000	\$7.67	\$10.73	\$18.40
<b>S - TI**</b>			
Base Rate (up to 1,000 sq. ft.)	\$966.00	\$1,380.00	\$2,346.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$6.13	\$10.73	\$16.87
10,000 sq. ft.	\$1,518.00	\$2,346.00	\$3,864.00
Per 100 sq. ft. over 10,000	\$3.07	\$5.37	\$8.43
<b>U - Complete incl. MP&amp;E*</b>			
Base Rate (400 sq. ft.)	\$138.00	\$552.00	\$690.00
Per 100 sq. ft. (401 to 1,999 sq. ft.)	\$17.25	\$34.50	\$51.75
2,000 sq. ft.	\$414.00	\$1,104.00	\$1,518.00
Per 100 sq. ft. over 2,000	\$8.63	\$17.25	\$25.88
<b>Shell - non U or R structure only</b>			
Base Rate (up to 1,000 sq. ft.)	\$1,656.00	\$2,760.00	\$4,416.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$9.20	\$21.47	\$30.67
10,000 sq. ft.	\$2,484.00	\$4,692.00	\$7,176.00
Per 100 sq. ft. over 10,000	\$4.60	\$10.73	\$15.33
<b>Concrete Tilt Up - non U or R structure only</b>			
Base Rate (up to 1,000 sq. ft.)	\$3,450.00	\$4,002.00	\$7,452.00
Per 100 sq. ft. (1,001 to 9,999 sq. ft.)	\$24.53	\$29.13	\$53.67
10,000 sq. ft.	\$5,658.00	\$6,624.00	\$12,282.00
Per 100 sq. ft. over 10,000	\$12.27	\$14.57	\$26.83
*MP&E - Mechanical, Plumbing & Electrical			
**TI - Tenant Improvement, multiple discipline			

**Planning - Code Section 13.20.300**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
<b>Planning Department: General Fees</b>		<b>Deposit Unless Noted</b>
Division Hourly Rate	Hourly	\$138.00
Record Search	Hourly	\$138.00
Hearing Publication/Preparation for Hearing	Flat Fee	\$350.00
Radius List / Neighbor Notification (no hearing)	Flat Fee	\$150.00
Filing Fee	Flat Fee	\$50.00
Appeal of Determinations to Board of Supervisors	Flat Fee	\$50 Clerk of the Board \$500 Planning
<b>Concurrent Processing of Planning Applications:</b> Applications for two or more planning entitlements (for example: Tentative Map and Variance) will be charged 100% of the highest application fee plus 50% of each additional application fee when submitted at the same time for a single project site (excluding Design Review Permits, Lot Line Adjustments, Certificates of Compliance and recording fees).		
<b>General Plan Amendment/Change of Zone/Plan Amendment</b>		
Fewer than 100 Residential Units or 10 acres non-residential/mixed use	27 hours + hourly	\$3,726.00
Over 100 Residential Units or 10 acres non-residential/mixed use	40 hours + hourly	\$5,520.00
Specific Plan/Area Plan/Community Plan/Master Plan	75 hours + hourly	\$10,350.00
Development Agreement	20 hours + hourly	\$2,760.00
Development Agreement Annual Review	6 hours + hourly	\$828.00
<b>Environmental Review</b>		
Notice of Exemption (Categorical or Statutory Exemption)	1.5 hours + hourly	\$207.00
Environmental Review: EIR or EIS (Full Cost)	Per Contract	Per Contract
E.I.R. Mgmt Fee (30% Deposit of EIR Cost)	Deposit + hourly	\$138.00
Mitigation Monitoring Plans: Mgmt	3 hours + hourly	\$414.00
<i>With Planning Project/Entitlement</i>		
Environmental Review: Initial Study + Exemption	2.5 hours + hourly	\$345.00
Environmental Review: Initial Study/Negative Declaration	7 hours + hourly	\$966.00
Environmental Review: Initial Study/Mitigated Negative Declaration	15 hours + hourly	\$2,070.00
<i>No Required Planning Entitlement</i>		
Environmental Review: Initial Study + Exemption	7 hours + hourly	\$966.00
Environmental Review: Initial Study/Negative Declaration	20 hours + hourly	\$2,760.00
Environmental Review: Initial Study/Mitigated Negative Declaration	35 hours + hourly	\$4,830.00
<i>For concurrent applications, a single environmental review fee for the project shall be collected</i>		
<b>Land Division / Parcel Related</b>		
Tentative Parcel Map	20 hours + hourly	\$2,760.00
Revise Approved TPM	6 hours + hourly	\$828.00
Tentative Subdivision Tract Map - 20 lots or less	30 hours + hourly	\$4,140.00

**Planning - Code Section 13.20.300**

<b>NAME OF FEE</b>	<b>UNIT</b>	<b>BEGINNING July 1, 2013</b>
Tentative Subdivision Tract Map - 21+ lots	45 hours + hourly	\$6,210.00
Tentative Map Extension	2 hours + hourly	\$276.00
Revise Approved Tentative Map (includes adding phases)	6 hours + hourly	\$828.00
Final Map & Improvement Plan Review - Parcel Map	4 hours + hourly	\$552.00
Final Map & Improvement Plan Review - Subdivision Tract Map	7 hours + hourly	\$966.00
Lot Line Adjustment	2.5 hours + hourly	\$345.00
Reversion to Acreage	5 hours + hourly	\$690.00
Certificate of Compliance	2 hours + hourly	\$276.00
<b>Zoning Related</b>		
Administrative Permit	4 hours + hourly	\$552.00
Additional fee if hearing is required (does not include legal notice)	2 hours + hourly	\$276.00
Request for Hearing	Flat Fee	\$100.00
Conditional Use Permit: Major	25 hours + hourly	\$3,450.00
Conditional Use Permit: Minor Use Permit	12 hours + hourly	\$1,656.00
Conditional Use Permit: Amendment	5 hours + hourly	\$690.00
Conditional Use Permit: Extension	1 hours + hourly	\$138.00
Design Review (Individual Lot/Building)	8 hours + hourly	\$1,104.00
Master Design Review (Shopping Centers & Complexes)	18 hours + hourly	\$2,484.00
Excavation & Surface Mining Permits	50 hours + hourly	\$6,900.00
Reclamation Plan	10 hours + hourly	\$1,380.00
Planned Unit Development (Less than 100 units or 10 acres non-residential)	20 hours + hourly	\$2,760.00
Planned Unit Development (Over 100 Units or 10 acres non-residential)	30 hours + hourly	\$4,140.00
Pre-Application Meeting (Planning Department)	hourly	\$138.00
Sign Permit Review	1 hours + hourly	\$138.00
Planned Sign Permit Program	15 hours + hourly	\$2,070.00
Temporary Use Permit	4 hours + hourly	\$552.00
Temporary Use Permit Extension	0.5 hours + hourly	\$69.00
Variance: Minor/Parking/Signs	12 hours + hourly	\$1,656.00
Variance: Major	20 hours + hourly	\$2,760.00
<b>Miscellaneous Clearances/Permits</b>		
Burn Down Letter/ABC Clearance	Flat Fee	\$69.00
Land Use Confirmation	1.5 hours + hourly	\$207.00
ABC Review Fee when Hearing is Required	6 hours + hourly	\$828.00
Noise Permit	1.5 hours + hourly	\$207.00
Second Dwelling Unit Clearance Form	Flat Fee	\$138.00

**Planning - Code Section 13.20.300**

NAME OF FEE	UNIT	BEGINNING July 1, 2013
Business License Review	Flat Fee	\$138.00
Business License Review (Renewal)	Flat Fee	\$69.00
<b>Building Permit Review Fees</b>		
Single Family Residence	1 hours + hourly	\$138.00
Single Family Residence Accessory Structures	0.5 hours + hourly	\$69.00
Multi-Family Residential (includes 1 inspection)	4 hours + hourly	\$552.00
Agricultural Accessory Structure	.5 hours + hourly	\$69.00
Commercial/Commercial Agriculture/Industrial (includes 1 inspection)	5 hours + hourly	\$690.00
Commercial/Industrial: Minor (Additions or Accessory Structures)	3 hours + hourly	\$345.00
Occupancy Permit / Tennant Improvement Review	1.5 hours + hourly	\$207.00
Site Review (Per Inspection)	hourly	\$138.00
Approved Site/Plot Plan Changes/Recheck Fee	0.5 hours + hourly	\$69.00
<b>Solar/Wind Systems or Communication Facilities</b>		
Residential & Multifamily (per unit)	.75 hours + hourly	\$104.00
Non Res. roof mounted system or agricultural equip. or add. to cell tower	1.5 hours + hourly	\$207.00
Non Residential Ground Mounted Systems or new cell tower	3.5 hours + hourly	\$483.00
<b>Fire Safe Planning Fees</b>		
Wildfire Safety Plan (High & Very High Fire Risk areas)	Flat Fee	\$69.00
Fire Safe Planner	Hourly	\$138.00
* Except as otherwise specified, all services in this Section which are charged at an hourly rate are 1 hour minimum and charged in half hour increments thereafter.		



**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
<b>Food Program</b>	
Restaurants - Bar Only (no food prep)	\$276.00
Restaurants - 1-49 seats	\$414.00
Restaurants - 50-149 seats	\$552.00
Restaurants - 150 or more	\$828.00
Added to restaurant base - With Bar or Market	\$138.00
Added to restaurant base - With Bar and Market	\$207.00
Added to restaurant base - With Catering Services	\$138.00
Added to restaurant base - With Satellite Facility	\$138.00
Caterer	\$414.00
Retail Markets - No food preps, only prepackaged goods	\$276.00
Retail Markets - Less than 2000 square feet	\$414.00
Retail Markets - 2000-5999 square feet	\$552.00
Retail Markets - 6000 or more square feet	\$690.00
Add each unit to retail market-butcher shop, deli, bakery, etc.	\$138/per unit
Bakery	\$414.00
Commissary Facility	\$414.00
Commissary - Verification per vehicle	\$34.50
Vehicles - Vending Vehicle (no prep)	\$276.00
Vehicles - Mobile Food Prep Unit	\$414.00
Vehicles - Produce Truck (no prep)	\$138.00
Vending Machines - Company	\$276.00
Vending Machines - Per Food Dispenser	\$13.80
Roadside Stand	\$276.00
Schools - Kitchen	\$414.00
Schools - Satellite Distribution Facility	\$276.00
Food Warehouse	\$483.00
Food Salvager	\$621.00
Food Demonstrator	\$69.00
Farmers Market	\$552.00
Bed & Breakfast	\$345.00
Temporary Food Facility	\$276.00
Ice Plant	\$276.00
Special Events - Large more than 3 vendors attendance 500+	\$414.00
Special Events - + billed hourly rate for time spent over base	\$138/hour
Special Events - Small 3 or less vendors, attendance -500	\$138.00
Incidental Food Sales from Non-Mobile Businesses	\$138.00
Amphitheatre - Food - Bar - Catering	\$3,450.00
Plan Review Food Establishment - New	\$828.00
Plan Review Food Establishment - Remodel	\$690.00
<b>Public Recreation</b>	

**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Public Swimming Pool/Spa/Beach	\$483.00
Organized Camp	\$483.00
Plan Review Public Swimming Pools	\$1,104.00
Plan Review Organized Camp	\$759.00
<b>Public Water System</b>	
Annual Surveillance Fee - 15-24 service connections	\$483.00
Annual Surveillance Fee - 25-99 service connections	\$621.00
Annual Surveillance Fee - 100-199 service connections	\$759.00
Non-Community Water System - Non Transient	\$621.00
Non-Community Water System - Transient	\$414.00
New Permit Fee - Community Water System	\$1,173.00
New Permit Fee - Non-Community Water System	\$897.00
Amended Permit Fee (all system types)	\$414.00
Ownership Change (all system types)	\$276.00
Annual Permit Fee Small System - 5-14 service connects	\$552.00
CURFFL Systems	\$207.00
All other services	\$138.00/hour
Request for Variance/Exemption/Waiver	\$138.00/hour
Enforcement Action	\$138.00/hour
Plan Review Public & Local Small Water Systems	\$138.00/hour
<b>Solid Waste</b>	
Solid Waster Hauler (per vehicle or trailer)	\$69.00
Full Solid Waste Facility - Class II Site	\$4,968.00
Full Solid Waste Facility - Class III Site	\$4,968.00
Standardized Solid Waste Facility	\$3,312.00
Registration Tier	\$3,312.00
Notification Tier #1	\$276.00
Notification Tier #2	\$1,104.00
Recycling/Process Facility	\$3,312.00
Transfer Station	\$3,312.00
Abandoned/Closed Sites	\$1,104.00
Agricultural Waste Disposal Sites	\$276.00
SWF Permit Exemption	\$828.00
Ash Applications - Initial Permit Exemptions	\$690.00
Ash Applications - Annual Exemption Renewal	\$207.00
Facility Inspection not covered by permit fees	\$138.00/hour
Periodic Site Review	\$138.00/hour
Preliminary Closure/Post Closure	\$138.00/hour
Final Closure/Post Closure maintenance plan review	\$138.00/hour
Joint Technical Document Review	\$138.00/hour

**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
5 year permit review	\$138.00/hour
Permit revision/modification	\$138.00/hour
Tipping Fee	\$4.40 per ton
<b>Sewage Disposal</b>	
Sewage Tank Cleaning Vehicle	\$276.00
Chemical Toilet Supplier - 50 Units or less	\$276.00
Chemical Toilet Supplier - 51 Units or more	\$414.00
New or Replacement Conventional System	\$552.00
New Pressure Dosed or Engineered Systems	\$966.00
Minor Repair not involving leachfield	\$276.00
Major Repair or Failed System/Add to Existing Non-Failed System	\$552.00
Holding Tank (Vault System) 1st Year	\$690.00
Holding Tank (Vault System) (after 1st year) Annual Permit	\$276.00
Operating Permit Central Wastewater-Cluster 2-5 connects	\$1,518.00
Operating Permit Central Wastewater-Small 6-99 connects	\$2,070.00
Operating Permit Central Wastewater-Large > 99 connects	\$2,898.00
Individual Experimental Systems (Monitoring for 1st year)	\$552.00
Individual Experimental Systems (Monitoring after 1st year)	\$207.00
<b>Medical Waste</b>	
General Acute Care Hospital - 1-99 beds	\$1,104.00
General Acute Care Hospital - 100-199 beds	\$1,518.00
General Acute Care Hospital - 200-250 beds	\$1,932.00
General Acute Care Hospital - 250+ beds	\$2,484.00
Specialty Clinic Providing Surgical, Dialysis, Rehab Services	\$621.00
Skilled Nursing Facility - 1-99 beds	\$483.00
Skilled Nursing Facility - 100-199 beds	\$621.00
Skilled Nursing Facility - 200+ beds	\$759.00
Acute Psychiatric Hospital	\$345.00
Intermediate Care Facility	\$552.00
Primary Care Clinic	\$621.00
Licensed Clinical Lab	\$276.00
Health Care Service Plan Facility	\$621.00
Veterinary Clinic or Hospital	\$345.00
Large Quantity Generator Medical Office	\$345.00
Small Quantity Generator Using On-Site Treatment	\$483.00
Small Quantity Generator Administrative Review	\$138.00/hour
Initial Permit Review	\$104.00/2 yr
Common Storage Facility - 1-10 generators	\$207.00
Common Storage Facility - 11-50 generators	\$483.00
Common Storage Facility - 50+ generators	\$897.00

**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
On-Site, Large Quantity Treatment Facility	\$4,416.00/5 yrs
Limited Quantity Hauling	\$138.00/2 yrs
<b>Wells &amp; Soils Borings</b>	
Water Well, Monitoring Well, Cathodic Well - New	\$414.00
Water Well, Monitor Well, Cathodic Well - Recondition/Deep	\$138.00
Water Well, Monitor Well, Cathodic Well - Destruction	\$345.00
Monitor Well, Additional	\$69.00/per well
Soil Boring or Excavation	
<4" diam or <50' depth (each additional 0.5 hour)	\$173.00
>4" diam or 50' to 75' depth (each additional 0.5 hour)	\$345.00
>4" diam or >75' depth (each additional 1 hour)	\$414.00
<b>Other Permits</b>	
Ambulance (per vehicle)	\$138.00
Kennel/Pet Shops	\$276.00
Massage Parlor	\$276.00
Hotel/Motel	\$483.00
Plan Review Kennels & Pet Shops	\$414.00
<b>Tattooing, Permanent Cosmetics, Body Piercing</b>	
Ear piercing Facility/ one-time registration	\$69.00
Body Art practitioner/artist	\$138.00
Body Art Facility (permanent)	\$276.00
Body Art Facility (Temporary)	\$138.00
Body Art Event Coordinator Small 3 or Less practitioners	\$138.00
Body Art Event Coordinator Large more than 3 practitioners	\$414.00
Mobile Body Art Facility	\$138.00
Body Art Facility Plan Review Fee (new)	\$345.00
Body Art Facility Plan Review Fee (Major remodel)	\$276.00
Body Art Facility Plan Review Fee (Minor remodel)	\$138.00
Mobile Body Art Facility Plan Review Fee	\$138.00
<b>Land Use</b>	
Land Division Sewage/Water - up to 4 lots	\$414.00
Land Division Sewage/Water - 5 or more lots (+\$35 per lot )	\$690.00
Building Department Route Slip Clearance	\$69.00
Lot Line Adjustment	\$138.00
Conditional Use Permit	\$276.00
Other Land Division Sewage/Water	\$276.00
Tentative Subdivision Tract Map(connecting to sewer system)	\$276.00
Soil Mantle Observation	\$414.00

**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Temporary Use Permit & Miscellaneous Review/Services	\$138.00/hour
Plan Review/Site Review/Pre-application review fees	\$138.00/hour
<b>Other Services &amp; Fees</b>	
Field Sample	Lab cost+\$207.00
Bring-In Water Sample	Lab cost + \$34.50
Plan Review/Site Review	\$138.00/hour
Administrative, Permit Suspension, Revocation Hearings	\$414.00
Administrative time for enforcement activities	\$138.00/hour
All Reinspections	\$138.00/hour
Verified Complaint	\$138.00/hour
Variance/Exemption/Waiver Request - per hour (1/2 hr min)	\$138.00/hour
Consultations (per hour)	\$138.00/hour
Permit Transfers not Prohibited by State Law	\$138.00/hour
EIR Review/CEQA Document (per hour)	\$138.00/hour
All other document reviews, site reviews or any other service	\$138.00/hour
Release of Recorded Documents (Hourly plus document fee)	\$138.00/hour
<b>Hazardous Materials</b>	
Farm Category I	\$207.00
Farm Category II	\$276.00
Farm Category III	\$345.00
Farm Category IV	\$483.00
Business Category I	\$207.00
Business Category II	\$276.00
Business Category III	\$345.00
Business Category IV	\$483.00
Business Category V	\$276.00
Business Category VI	\$104.00
CESQG - Not in BP	\$207.00
Hazardous Waste - Small Quantity Generator	\$207.00
Hazardous Waste - Large Quantity Generator	\$276.00
Tiered Permit - CA PBR	\$207.00
Tiered Permit - CESW, CESQT, CEL	\$207.00
Permit to Operate (issuance only) includes one tank	\$483.00
Permit to Operate (each additional tank)	\$69.00
Plan Check Install UST	\$1,656.00
Tank Removal - Three Tanks	\$1,035.00
Tank Removal each additional over 3 tanks	\$138.00
Modify Tank Repair - Small Project	\$759.00
Modify Tank Repair - Large Project	\$1,311.00
Tank Closure in Place	\$1,035.00

**Environmental Health - Code Section 13.20.400**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Temporary Tank Closure	\$414.00
RMP Cal ARP (initial review)	\$1,656.00
RMP Cal ARP (annual review)	\$345.00
Facility List	\$34.50
Building Inspector Route Slip Clear Project	\$34.50
Haz Mat Response per hour	\$138.00
Reinspection (per hour, over base fee)	\$138.00
Consultation per hour	\$138.00
Compliance/Follow Up (per hour)	\$138.00
Business Plan - Initial Application	\$414.00
UST (First Tank)	\$345.00
UST (Each Additional Tank)	\$69.00
Transfer UST Permit	\$483.00
Amend UST Permit	\$207.00
APSA Conditionally Exempt	\$69.00
APSA Qualified Facility	\$276.00
APSA Non-Qualified - Category I	\$414.00
APSA Non-Qualified - Category II	\$552.00
APSA Non-Qualified - Category III	\$966.00
* Except as otherwise specified, all services in this Section	
which are charged at an hourly rate are 1 hour minimum and	
charged in half hour increments thereafter.	
<b>Environmental Health Division: General Fees</b>	
Hourly Rate	\$138.00/hour

**Code Enforcement - Code Section 13.20.500**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Department Hourly Rate	\$138.00
Notice & Order to Abate Public Nuisance	\$1,380.00
Cost Accounting Hearing Before Board of Supervisors	\$1,380.00
Vehicle Release Authorization	\$276.00
Abatement - County Performed (Actual Costs - Includes staff time, materials, outside vendors, any applicable penalties, and a 10% processing fee on entire amount)	Actual Cost
Public Nuisance - Appeal Hearing (Administrative Law Judge) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$3,943.00
Relocation Assistance - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,380.00 Deposit
Vehicle Nuisance Abatement - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,380.00 Deposit
Vehicle Abatement Post Storage - Appeal Hearing (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	\$1,380.00 Deposit
Administrative Citation - Appeal Hearing (Deposit) (If County prevails all costs exceeding deposit shall be paid, If appellate prevails, the full deposited amount will be refunded)	Amount of Citation
Recorded Document Preparation (Does not incl. CDSA Recording Processing Fee nor Recorder's fees)	\$138.00
Except as otherwise specified, all services in this Section which are charged at an hourly rate are 1 hour minimum and charged in quarter hour increments thereafter.	

**Public Works/County Surveyor - Code Section 13.20.600**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
<b>Project or Application Review</b>	
Temporary Use Permit	\$276.00
Variance	\$276.00
Environmental Impact Report Review	\$138.00/hour
General Plan Amendment/Zone Change	\$138.00/hour
Tentative Parcel Map	\$828.00
Tentative Subdivision Tract Map	\$1,380.00
Revised Approved Tentative Parcel Map	\$276.00
Revised Approved Tentative Subdivision Map	\$345.00
Tentative Parcel/Subdivision Tract Map Extensions	\$138.00
Lot Line Adjustment	\$552.00
Lot Line Adjustment Additional Charge (when legality of parcel is in question)	\$276.00
Certificate of Compliance	\$552.00
Reversion to Acreage/Merger	\$414.00
Conditional Use Permit + Hourly over 2 hours	\$276.00
Specific Plan	\$138.00/hour
Waiver	\$414.00
Appeals	\$414.00
<b>Project Checking</b>	
Parcel Map (plus additional \$138/sheet exceeding 2 sheets)	\$1,518.00
Tract Map/Condominium (plus additional \$138/sheet exceeding 2 sheets)	\$2,898.00
Record of Survey (plus additional \$138/sheet exceeding 2 sheets)	\$345.00
Lot Line Adjustment	\$552.00
Reversion to Acreage/Merger	\$966.00
LAFCO Appeal Description/Plat	\$276.00
Records Search (Hourly Rate)	\$138.00/hour
Subdivision/Parcel Map Agreement	\$690.00
<b>Improvement Plan Checking</b>	
X% of Preliminary Engineer's Estimate for Deposit (plus \$138/hour if initial fee amount is exceeded)	1.5%, \$1,380 min.
<b>Inspection Fees</b>	
X% of Preliminary Engineer's Estimate for Deposit (plus \$138/hour if initial fee amount is exceeded)	2.5%, \$552 min.
<b>Building Permits</b>	
Building Permit Application Review - new const, additions, remodels > 50%	\$34.50
SWPPP Fee - Grading Permits issued by Building Dept (less than 1 acre)	\$69.00
Street Name/Application-Approval/Change of Name	\$414.00
<b>Grading Permit</b>	



**Public Works/County Surveyor - Code Section 13.20.600**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Plan Check ≤10,000 CY	\$552.00
Plan Check >10,000 CY	\$1,104.00
Permit - ≤10,000 CY	\$414.00
Permit 10,000 - 100,000 CY	\$828.00
Permit over 100,000 CY (Each add'l 10,000 CY)	\$828.00 + \$69.00/10K CY
Permit (when included with improvement plans)	\$138.00
Import/Export Material Fee	Measure D Rate
SWPPP Fee - All PW issued Grading Permits	\$552.00
<b>Encroachment Permits</b>	
Driveway/Roadway Encroachment Permit (includes up to 2 inspections)	\$207.00
Minor Upgrade to Existing Encroachment Permit (includes 1 inspection)	\$138.00
Commercial/Utility Encroachment Permit (single, incl. up to 3 inspections)	\$276.00
Encroachment Permit, Additional Inspections (each)	\$69.00
Annual Utility Encroachment Permit	\$1,932.00
<b>Road Closure Fees</b>	
Daytime Closure	\$70.00/hour
24-Hour Closure	\$2,400.00/day
<b>Abandonments</b>	
Application	\$690.00
Advertisement Costs	\$350.00
<b>Flood Plain Administration</b>	
Elevation Certificate	\$276.00
CLOMR/LOMR Individually or Combined	\$690.00
Flood Plain Verification (Department of Real Estate)	\$138.00
<b>Transportation Permits</b>	
Single Trip Permit	\$16.00
House Moving Permit	\$66.00
Annual Blanket Permit	\$90.00
Parade Permit	\$69.00
Parking Permit	\$11.00
<b>Road Damage Fees</b>	
Road Damage Repair Costs	Actual Cost
<b>Signs</b>	
Street Name or Stop Sign (Installed by County)	\$250.00
Combination Street/Stop Sign (Installed by County)	\$300.00
Street Name Sign Only	\$100.00

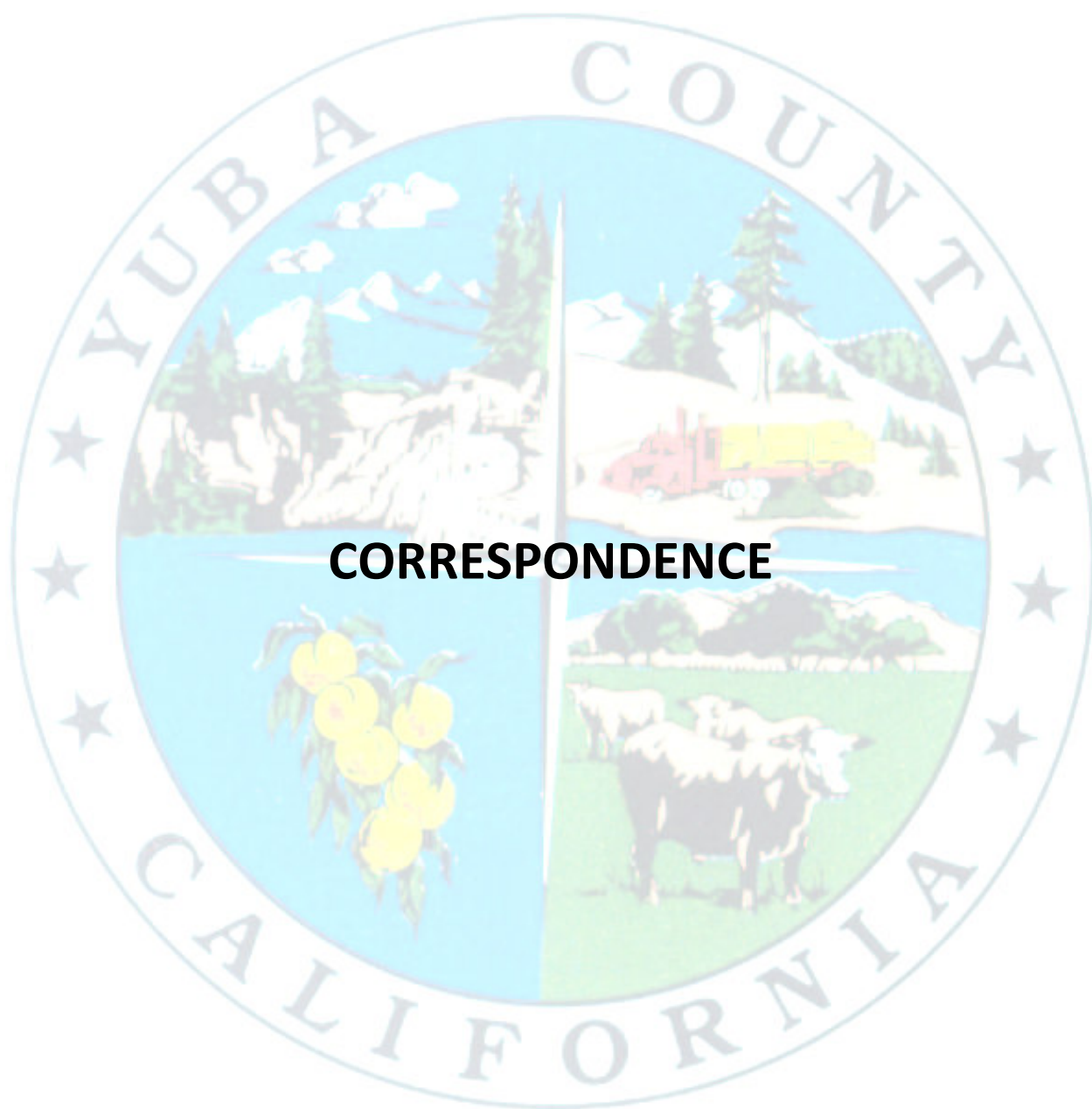
**Public Works/County Surveyor - Code Section 13.20.600**

<b>NAME OF FEE</b>	<b>BEGINNING July 1, 2013</b>
Stop Sign Only	\$75.00
Other Signs	Actual Cost
<b>Miscellaneous Reviews/Reports/Correspondence</b>	
Reviews, Reports, Correspondence (Hourly Rate)	\$138.00/hour
<b>Filing and Indexing Fees</b>	
Record of Survey - Maps, Final Maps (\$2.00 ea addl sheet)	\$9.00/sheet
Corner Records, Certs of Correction (\$3.00 ea addl page)	\$14.00/page
<b>Terminal Access Route</b>	
Application & Installation	Actual Cost
<b>Stormwater Regulatory Costs</b>	Per Resolution
<b>Park Coordinator Fees</b>	
Landscape/Parking Plan Review and 1 Inspection	\$414.00
Landscape Bond Agreement Preparation + Hourly Over 2 Hours	\$276.00
* Except as otherwise specified, all services in this Section which are charged at an hourly rate are 1 hour minimum and charged in half hour increments thereafter.	
Public Works/County Surveyor Hourly Rate	\$138.00/hour

***Parks - Code Section 13.20.700***

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Kate Quirk, PhD, CPSTI

Project Coordinator

John Stubbs, CPSTI

Program Consultant

# SafetyBeltSafe U.S.A. 111-13 A

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502

Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org

(310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

February 22, 2013

**RECEIVED**

MAR 11 2013

Clerk/Board of Supervisors

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI  
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, March 31 – April 6, 2013

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, March 31 – April 6, a special event in your county.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with in your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 6.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 24 – 30, sponsored by the Peace Officers Association of Los Angeles County, to protect children's welfare.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

**Safety Seat Checkup Day on Saturday, April 6, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles**

On April 6, families will receive a detailed inspection of the installation and use of their safety seats by trained volunteers. Parents will be told if the safety seats have been recalled or need replacement parts and shown how to use them correctly. Error rates at previous events have been found to be more than 90%.

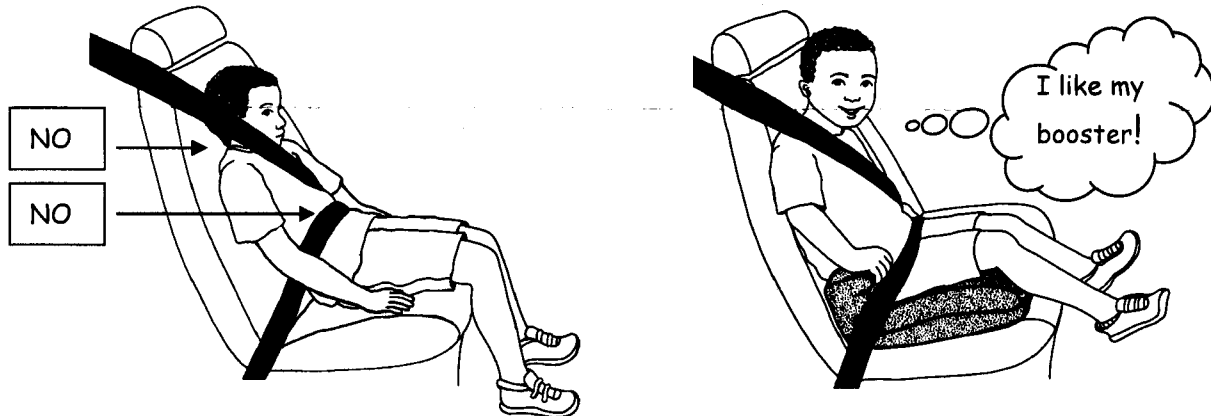
Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

*The national non-profit organization dedicated to child passenger safety since 1980*

# NEW LAW PROTECTS CALIFORNIA KIDS!

Effective January 1, 2012

- Children under age 8 must be properly buckled into a car seat or booster in the back seat.
- Children age 8 or older may use the vehicle seat belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or car seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$475 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

## The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost car seats, call your local health department at \_\_\_\_\_  
For other information: SafetyBeltSafe U.S.A. [www.carseat.org](http://www.carseat.org) 800-745-SAFE (English) 800-747-SANO (Spanish)  
Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.



# California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

**(V.C. 27360) All children under age 8** must be properly buckled into a safety seat or booster in the back seat.

Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

**(V.C. 27360.5) Children age 8 or over** may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

## **Consequences for failing to properly buckle up any child under 16**

- **The parent** gets the ticket if a child under 16 is not properly buckled up.
- **The driver** gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than \$475\* per child; the fine for a second offense could be more than \$1000\* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

## **Related Information**

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-45 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test, available from SafetyBeltSafe U.S.A.
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

**(V.C. 27315) Drivers and passengers 16 or older** must be **properly buckled up** in vehicle safety belts.

**The driver** may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than \$140\* per person. **Passengers** also may be ticketed for not being properly buckled up.

**(V.C. 23116) Pickup truck passengers** also must be **properly buckled up**.

**The driver** may be ticketed for letting passengers ride in the back of a pickup truck.

**Passengers** also may be ticketed for not being properly buckled up.

The cost of a ticket could be more than \$200\* for each unbuckled adult. No exemption for camper shells.

## **Other Laws to Protect Children**

- **Children left in vehicle (V.C. 15620):** A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than \$475.\*
- **Smoking in a vehicle [Health and Safety Code 118948(a)]** is prohibited if a child under 18 is present. The cost of a ticket could be more than \$475.\*
- **Helmets (V.C. 21212, 21204, 27803):** Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

\* Fine amounts shown include penalty assessments

**SafetyBeltSafe U.S.A.** P.O. Box 553, Altadena, CA 91003    [www.carseat.org](http://www.carseat.org) (800) 745-SAFE

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.  
Important: Call to check if there is a more recent version before reproducing this document.

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Paul Maben  
Vegetation Management Operations  
1108 Murphys Grade Road  
Angels Camp, CA 95222  
Tel: (209) 736-6644  
Fax: (209) 736-6401  
Email: pmm5@pge.com

March 8, 2013

**VIA ELECTRONIC FILING**

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulator Commission  
888 First Street, NE  
Washington DC 20426

**Subject:** Narrows No. 2 Transmission Line Project  
FERC Project No. 2678-005 - California  
Initial Study Report

Dear Secretary Bose:

In accordance with 18 CFR § 5.15(c), the Pacific Gas and Electric Company (PG&E) hereby files with the Federal Energy Regulatory Commission (FERC) the attached Initial Study Report (ISR) for relicensing of PG&E's Narrows No. 2 Transmission Line Project (FERC Project Number 2678-005).

PG&E's ISR covers the period from initiation of the various relicensing studies through February 28, 2013, and provides for each study a description of PG&E's progress in implementing the study plan and schedule, the data collected, and an explanation of any variance to the FERC-approved study.

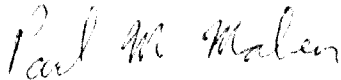
As described in Section 4.0 of the ISR, PG&E in consultation with Relicensing Participants has scheduled a meeting on March 20, 2013, in Sacramento, California, to discuss study results to date and other Relicensing Participants proposals, if any are put forward at that time, to modify the study plan.

By April 3, 2013, PG&E will file with FERC a summary of the ISR Meeting including any study modifications or new studies proposed by Relicensing Participants during comments at the ISR Meeting.

Ms. Kimberly D. Bose  
Federal Energy Regulatory Commission  
March 8, 2013  
Page 2

If you have any questions regarding this letter or the ISR, please contact me at (209) 736-6644.

Respectfully submitted,



Paul Maben  
Vegetation Program Manager

Enclosure: PG&E's Initial Study Report - Narrows No. 2 Transmission Line Project

cc: Dr. Frank Winchell, FERC DC w/Enclosure

FERC Project No. 2678 Interested Parties Mailing List: w/Enclosure, excluding the confidential Technical Report, *Cultural Resources Inventory and National Register of Historic Places Evaluation*<sup>1</sup>

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<sup>1</sup> The confidential cultural report has previously been provided to SHPO, USACE, and tribal chairs or their designated representatives for review, as described in the Initial Study Report.

# The County of Yuba

GRAND JURY



C

**ADDITIONAL  
CORRESPONDENCE**

RECEIVED BY EACH  
BOARD MEMBER

March 19, 2013

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

**RECEIVED**

MAR 20 2013

Clerk/Board of Supervisors

Distinguished Members; Board of Supervisors:

The Yuba County Grand Jury 2012 - 2013, being duly sworn and impaneled, elected to conduct an inquiry into the condition and operation of the Yuba County Airport, located at 1364 Airport Drive, Olivehurst, CA 95961. The aforementioned airport is owned and operated by the County of Yuba, located within the state of California.

During the course of interviews with airport personnel and physical inspection of the airport property, it was determined that conditions existed that are unsafe and very unsightly. Let it be said that the airport manager, given the resources available has done an exceptional job of managing the airport, including obtaining Federal Grants to complete major airport projects. The Grand Jury finds insufficient funds are allocated to the airport to accomplish normal maintenance and beautification of airport property.

**The airport budget has decreased 41% since 2008-2009, from \$632,135 (2008-2009) to 369,256 (2011-2012) (See County of Yuba, Budget Expenditure Detail, 2011-2012; attached)** Although a substantial amount of revenue is collected from airport property through Possessory Interest Tax, none of that revenue is allocated to the airport; the entire amount goes into the County General Fund.

Some deficiencies noted are: airport signs are missing or in poor repair, taxi lines are nearly invisible, the green portion of the airport in many locations is covered with tall grass and weeds. These areas are rarely, if ever mowed. This condition renders the airport unsightly and poses a significant fire hazard. The airport experienced a major fire in October, 2010, a result of uncontrolled vegetation growth. Fortunately, no major property damage or injuries resulted. (Aerial photo attached)

**BOS CORRESPONDENCE** C

The Yuba County Airport is a major asset of the County of Yuba. Recently, new businesses moved on or near airport property or are scheduled to move in the near future. Most recently, Vermicrop Organics moved into the empty U.S. Post Office building on Arboga Road. Rely Aid, medical glove manufacturer is scheduled to move into the area shortly. In addition, a Casino is scheduled to be built near Forty Mile Road in the near future. That facility alone will substantially increase airport utilization.

The Yuba County Grand Jury respectfully request the Yuba County Board of Supervisors allocate additional funds to the airport to alleviate those discrepancies found by this body. An increase of 10% to the 2011-2012 airport budget would enable airport personnel to improve the safety and appearance of the airport. ( $\$369,256 \times 10\% = \$36,925$ )

Please respond to this request within 14 working days, prior to the Grand Jury issuing its final report.

Respectively,

Yuba County Grand Jury

County Committee

Donald Femling   
County Committee Chairman

STATE CONTROLLER  
COUNTY BUDGET ACT  
1985

COUNTY OF YUBA  
BUDGET EXPENDITURE DETAIL  
BUDGET FOR THE FISCAL YEAR 2011-2012

SCHEDULE 9

ACTIVITY:

NUMBER	ACCOUNT DESCRIPTION	Actual Expenditures 2008-2009	Actual Expenditures 2009-2010	BOS Approved 2010-2011	CA Recom 2011
0-432.61-35	MASTER PLAN (APT)	0	826	0	
0-432.61-36	APRON/TAXIWAY IMP/FAA	0	55,385	0	
0-432.61-37	APRON/TAXIWAY IMP/ARPT	20,800	1,530	0	
0-432.61-38	APRON/TAXIWAY IMP/DIV	0	1,385	0	
		-----	-----	-----	-----
Fixed Assets		20,800	59,126	0	
AIRPORT		632,135	597,644	409,670	3

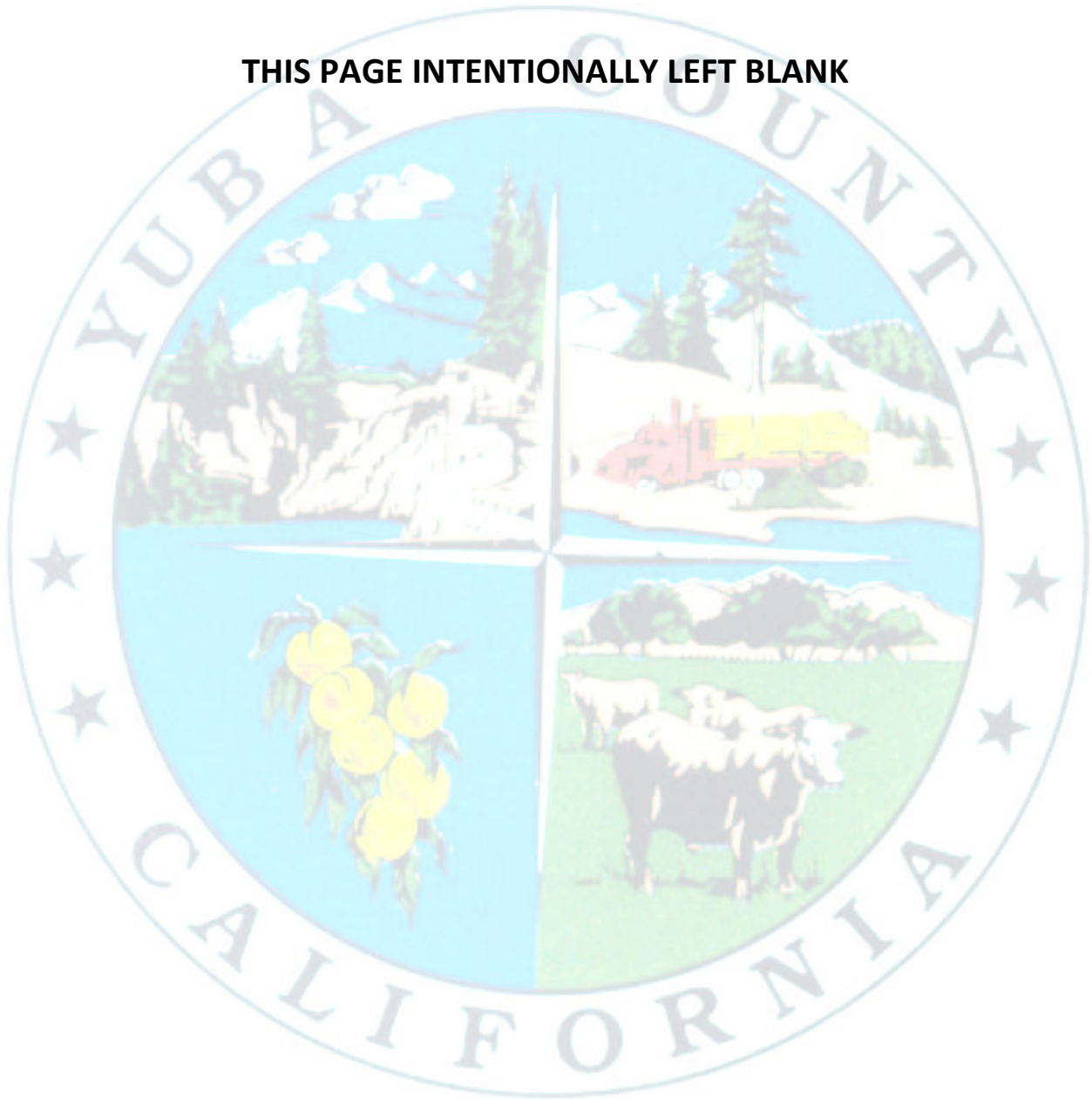






**HEALTH AND HUMAN SERVICES**

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# 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



112-13

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

Phone: (530) 749-6366

**TO: Board of Supervisors  
Yuba County**

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

**DATE: March 26, 2013**

**SUBJECT: Report on Requirements to Implement the Federal Affordable Care Act and  
Request the Board of Supervisors to Approve Establishing A Customer  
Service Call Center Model**

### RECOMMENDATION

It is recommended that the Board of Supervisors;

1. Receive a report on the Health and Human Services Department's activities to implement required provisions of the federal Patient Protection and Affordable Care Act of 2010, often referred to as a Health Care Reform.
2. Approve and authorize the Chairman of the Yuba County Board of Supervisors to sign the California SAWS C-IV Yuba County Purchase Order YB-02-2013 agreement for a Customer Service Call Center totaling \$3,391,079, including one-time costs of \$1,928,632 spread over FY 2012/13 and 2013/14 and the remaining recurring production and operations charges over the next four fiscal years, 2014/15 through 2017/18, which will require annual approval for fiscal years beyond FY 2012/2013, through the County Budget process.
3. Approve and authorize the Chairman to sign the California SAWS C-IV Yuba County Purchase Order YB-03-2012 agreement for the Covered California Customer Service Call Center totaling \$432,180, including one-time costs in FY 2013/14 for \$172,581 and the remaining recurring production and operations charges over the next four fiscal years, 2014/15 through 2017/18, which will require annual approval for fiscal years beyond FY 2012/2013, through the County Budget process.
4. Approve the costs associated with setting up the Customer Service Call Center facility, including, but not limited to: furniture, electricity, HVAC, data/electrical cabling and modular walls. Total costs are not known at this time as we are still in the process of receiving estimates. However, our best estimate is the set-up costs will not exceed \$200,000.
5. Approve the request for additional positions to staff the Customer Service Call Centers to meet the requirements of Health Care Reform and respond to the large increase in caseloads anticipated to result from expanded Medi-Cal eligibility, referrals from Covered California, and direct contact from the public from individuals seeking health insurance coverage.

## **BACKGROUND**

The Affordable Care Act (ACA) was passed by Congress and signed into law by President Obama on March 10, 2010, for the purpose of providing quality and affordable health care for all Americans. Effective January 1, 2014, the ACA expands Medicaid (Medi-Cal in California) eligibility to previously ineligible childless non-elderly adults; simplifies eligibility rules for parents, children, and a new expansion group by eliminating asset tests and conducting ex parte annual renewals; and, requires states to create a Health Benefit Exchange to enable individuals and families to seek coverage, which will be subsidized for those individuals and families between 138 percent and 400 percent of the federal poverty level (FPL).

This new mandate brings dramatic changes to the way counties conduct business, both in the culture and delivery of services. Currently, HHSD's eligibility technicians (ETs) are responsible for determining whether clients are eligible for Medi-Cal and either approving or denying applications. Under ACA requirements of "no wrong door", and because nearly everyone will be entitled to health care coverage, ETs will be required to assist clients find the right type of health care coverage and offer them other services, such as CalFresh, if they are apparently eligible. All this activity will increase customer contact and result in higher Medi-Cal caseloads. Calls for general information can be expected to increase and, with higher numbers of applicants, there will be greater movement between public assistance programs and low-income private health insurance programs as families' circumstances change.

The ACA requires nearly all individuals to obtain health insurance. Covered California was established as California's health care exchange to help consumers compare and enroll in insurance plans beginning October 1, 2013, with an effective date of January 1, 2014, and is responsible for a number of policy issues, including the structure for establishing Customer Service Centers to receive enrollment calls related to health care coverage. In coordination with counties, the exchange is expected to help consumers determine whether they qualify for Medi-Cal or a federally subsidized private insurance plan and assist them with their choices. While roles are still being developed, counties are expected to have daily interaction with Covered California who will act as a clearing house and transfer consumers who are not eligible for tax-credit-subsidized and unsubsidized insurance coverage to local county human service departments. Statewide, an estimated 73,000 additional individuals are expected to be newly eligible for Medi-Cal and another two million for subsidized private health insurance. Yuba County anticipates a proportionate share of the caseload increases.

A special session of the California Legislature was convened in early February 2013 to address the operational and programmatic aspects of fully implementing Health Care Reform in California and to codify the processes necessary to ensure the State and counties fully comply with the ACA. Concurrently, to meet short ACA implementation timelines, California counties have been working closely with the County Welfare Directors' Association (CWDA) to proactively prepare for ACA implementation. Yuba County also contacted the C-IV Consortium, its state automated eligibility system provider, to explore the feasibility of establishing a Customer Service Center to meet the requirements of the ACA and interface with Covered California's automated California Healthcare Eligibility, Enrollment and Retention System (CalHEERS), which is currently under development to become operational on October 1, 2013.

## **DISCUSSION**

All counties have experienced dramatic increases in demands for Medi-Cal, CalFresh, County Medical Services (CMSP), and entitlement programs over the last four years. In January 2013,

there were over 7,000 continuing Medi-Cal and CMSP cases; and, over 1,700 CalWORKs and almost 5,800 CalFresh cases in Yuba County. During the same month, there were 991 Medi-Cal, 1,482 CMSP, 650 CalFresh and 204 CalWORKs new applications. An additional 1,727 children are expected to be transitioned from Healthy Families to Medi-Cal in September 2013. Yuba County is expecting contact from an additional 6,300 individuals seeking health insurance coverage and is expecting 5,205 additional residents to be newly eligible for Medi-Cal under the ACA expansion.

To strategically plan to meet the increased demand for customer services, HHSD is seeking approval from the Board of Supervisors to establish a Customer Service Call Center by September 2013. Although the technology and infrastructure to establish Customer Service Call Centers is identical, we separated the "Continuing" and "Covered California" Customer Service Call Centers into two separate agenda items because the Covered California Customer Service Call center has different requirements and funding; it is required to operate with expanded hours and all associated costs, including infrastructure and employees, will be paid for by federal/state funding sources with no county match. To meet ACA and Covered California requirements, live agents must be available from 8:00 a.m. to 8:00 p.m. Monday through Saturday during the open enrollment period which extends from October 1, 2013, through March 31, 2014, and 8:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. during non-enrollment periods. HHSD submitted two Advanced Planning Documents (APDs) to the Office of Systems Integration to meet a March 1, 2013, deadline to ensure Yuba County would be considered, along with several other C-IV counties, to operate a Customer Service Call Center model.

Through an agreement with the C-IV Consortium for the Customer Service Call Centers, Yuba County will receive assistance from the contractor in developing business processes, operating procedures and management metrics in addition to technology training related to call handling. The contractor will also provide hardware, software, hardware support and software support in addition to recurring maintenance and ongoing operations management. HHSD will be responsible for the county share of the costs associated to the Continuing Customer Service Call Center. As mentioned above, funding for the Covered California Customer Service Call Center will be from federal/state funds with no county match requirement.

HHSD began the process several years ago to re-engineer the department's business practices and modify our organizational structure to position the department for the anticipated increase in the number of clients and cases which will directly result from health care reform implementation. To efficiently administer the high volume of cases, most continuing caseloads are currently managed through a team-based process where Eligibility Technicians are assigned a specific task, such as processing status reports, rather than having assigned caseloads. HHSD recently created a new Intake Division to process all applications for public assistance programs by redirecting some vacant positions and decreasing the size of the continuing Eligibility Division to make it more manageable. The Administration/Finance Division also underwent a minor restructure to shift primary responsibility for reception to the Intake Division to improve customer service at the front-end of the application and intake processes. With the change, Eligibility Technicians, rather than clerical staff, will be assigned to greet and assist the public at the front reception counter.

The Customer Service Call Center model will require HHSD to hire additional eligibility workers and supervisors. To ensure adequate and timely responses, it will be necessary to increase the number of employees dedicated to respond to the increased volume of telephone calls when Health Care Reform is implemented, especially during peak hours. Additionally, two new

“workforce management” positions will be needed in the Customer Service Call Center to monitor the workflow and schedule sufficient employees to manage the volume of calls and ensure agents are immediately available to clients during expanded office hours. Finally, a limited-term Project Manager is needed for approximately seven months to serve as a liaison between the county, the state agencies, automated systems and vendors; function as the single point of contact for receiving and disseminating communications; work with teams to ensure business processes are re-engineered, site preparation is complete, staff are trained and Yuba County is ready to implement the ACA on time.

The following are key objectives:

- **The Customer Service Call Center will take all continuing Medi-Cal, CMSP, CalFresh and CalWORKs safety-net cases, in addition to calls from Covered California** and adopt a “one and done” approach for all benefit programs. Customer Service Center “agents” will process calls for form requests, benefit information, requests for Electronic Benefit Transfer (EBT) and Benefit Identification Cards (BICs), address and income changes, and all other eligibility requests. The Customer Service Center will also be a host for the Covered California program and allow HHSD to accept “warm handoffs” from the state health benefit exchange for Medi-Cal-eligible consumers. Monthly call volume is expected to be 14,039 calls per month, some of which will be served exclusively by the Interactive Voice Response (IVR) system. It will also position Yuba County to be a Covered California host county within the C-IV region for counties who do not have another customer service call center option.
- **An Interactive Voice Response (IVR) System will enhance automated self service capabilities** which are integrated into the C-IV eligibility system and allow customers to access a variety of information about the status of their applications and benefits. Additionally, the IVR system will have the capability of authenticating known customers and automatically displaying their case information for agents on their workstations as calls are retrieved.
- **Expanding technology allows for improved efficiencies and better customer service.** At the current time, our dated telephone system is incapable of handling the number of calls HHSD receives each day and best efforts to deliver excellent customer service are compromised. With the assistance of the Administrative Services Department, HHSD has unsuccessfully explored various options, within budget limitations, to upgrade our telephone system, improve overall customer service and more effectively meet our business needs. Because of its interface with the C-IV System, we are confident the technology used in the C-IV Customer Service Call Center will have the capacity to handle the increasing volume of telephone calls and meet the requirement to respond to a “warm handoff” from Covered California within 30 seconds, 80 percent of the time. Agents will be available to answer all incoming calls during peak periods without making customers wait on line for long periods of time, or worse yet, receive a busy signal and have to call back multiple times to make a successful connection.
- **Creation of a Customer Service Call Center positions HHSD to meet current and future workload demands.** The public wants immediate access to information about available service and benefits, during expanded hours, on their terms—more often by telephone, email or online than in person. Customer service call centers use state-of-the

art technology to modernize human service delivery and make it easier for individuals to apply for and receive assistance.

**FISCAL IMPACT:**

Advanced Planning Documents (APDs) were submitted to the State to apply for enhanced Federal and State reimbursement of expenses to cover the costs for the Customer Service Call Centers. If approved, Yuba County will receive increased Federal and State funding related to the project. There will be sufficient funds budgeted within the Human Services FY 2012/13 County Budget to absorb the costs associated with the estimated set-up costs of \$200,000 for furniture, electricity, HVAC, data/electrical cabling and modular walls. The majority of these costs will be funded by State and Federal allocations for the benefitting programs and the County estimated share of cost is approximately 20 percent or \$40,000. Any remaining costs not within the Department's allocation or not approved for enhanced funding will be funded from Realignment funds. The Customer Service Call Centers will be funded by State and Federal funds from the Department's Medi-Cal, CalWORKs, CalFresh, and CMSP allocations over the current year and next fiscal year. There will be no cost to the County General Fund. A decision on the APD is expected within the next two weeks. Purchase orders will not be submitted until Federal/State funding is approved.

WHITE - AUDITOR  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE March 26, 2013

REQUEST FOR TRANSFER OR

TRANSFER # \_\_\_\_\_

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT Health & Human Services - Human Services Division - 100

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

**BUDGET OR ESTIMATED REVENUE**

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
100-0000-361.45-00	State/Federal Revenue	\$495,080

ACCOUNT NO.	NAME	AMOUNT
100-5200-451.18-00	Building Maintenance	\$40,000
100-5200-451.22-00	Office Supplies	\$24,708
100-5200-451.23-00	Professional Services	\$15,000
100-5200-451.23-02	Contracted Services	\$295,080
100-5200-451.62-00	Fixed Assets	\$120,292

**FUND TRANSFERS**

**OPERATING TRANSFERS OUT**

ACCOUNT NO.	NAME	AMOUNT

**OPERATING TRANSFERS IN**

ACCOUNT NO.	NAME	AMOUNT

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

		AMOUNT					
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

**REASON FOR TRANSFER:**

Appropriate additional CalFresh and Medi-Cal allocations for Yuba County's new Customer Service Center and ACA Call Center per Board Action

March 26, 2013

**APPROVED:**

☐ AUDITOR-CONTROLLER \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR Robert Bendrey 3/19/13 Health & Human Services Director  
Signature Date TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

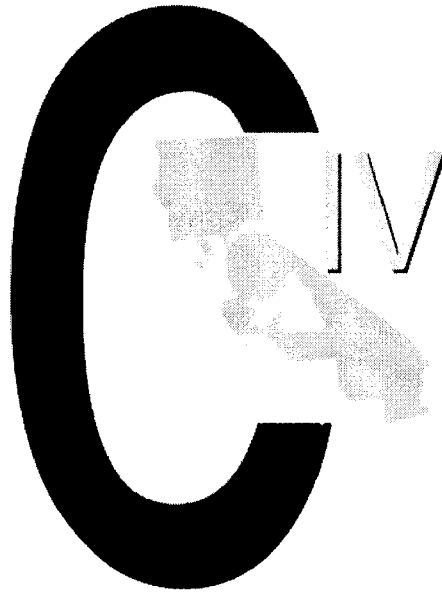
BOARD OF SUPERVISORS

Clerk of the Board

Date



# *California SAWS Consortium IV*



## **County Purchase YB-03-2013 Yuba County – Service Center Technology Deployment for Medi-Cal Referrals (Existing Site)**



## **I. Overview:**

Pursuant to Section 6.11 of the Amended and Restated Revised System Agreement between the California SAWS Consortium IV Joint Powers Authority ("Consortium") and Accenture LLP ("Contractor") and Proquire, LLC, with an effective date of June 29, 2007 (as amended, the "Agreement"), Yuba County ("Host County") would like to utilize C-IV Contact Center services to accept Medi-Cal referral calls from Covered California for its residents as further described below in this County Purchase order.

To support the implementation and ongoing business of the Patient Protection and Affordable Care Act of 2010 ("Affordable Care Act"), Covered California is developing and implementing the California Healthcare Eligibility, Enrollment and Retention System ("CalHEERS") and a centralized service center to simplify and streamline the delivery of health coverage to individuals, families and employers in the state of California. The Covered California centralized service center model in conjunction with CalHEERS would provide for the screening of Medi-Cal eligibility and referral of potentially eligible individuals to their county of residence or another county within the same SAWS system for determination. As a result, expansion of the C-IV Contact Center Platform ("CCP") and deployment of that platform in the C-IV Counties are required to support Covered California's selection of the centralized service center model and enable the C-IV Counties to perform the related program activities.

This County Purchase outlines the costs and timeline for deploying the C-IV CCP in the Host County's existing Service Center site ("Service Center") to enable the Service Center to accept Medi-Cal referral calls for residents of the Host County. The scope of this County Purchase includes the following:

- Costs associated with the services required to deploy the C-IV CCP within the Host County's Service Center for thirteen (13) workers, including the following:
  - Computer Telephony Integration (CTI) – Deployment of CTI softphone workers' desktops to support telephony;
  - Reporting – Configuration of existing reporting platform to support the additional workers;
  - Quality Monitoring – Configuration of the existing call and screen recording, search and retrieval, and performance management software to support the additional workers;
  - Workforce Management – Configuration of the existing agent scheduling and staffing application to support the additional workers
  - Telephony – Configuration and deployment of telephony and voice messaging.
- Cost associated with Equipment and Software for the above capabilities.
- Production Operations charges for WAN Administration, central support and remote workstation maintenance.



Approach:

The Host County will be responsible for several milestones to enable completion of this project by September 30, 2013 which would allow the Service Center to receive Medi-Cal referrals from Covered California beginning October 1, 2013.

Table 1.0 - County Milestones

#	Milestones for Which County is Responsible	Date
1	MPOE/MDF Ready for Circuit Installation	4/1/2013
2	Server Room Ready for Equipment	5/20/2013
3	Facility ready for Workstation and Phone Deployment	5/20/2013
4	Receive any County-procured Equipment	5/20/2013
5	Hire Workers and Group into Teams	8/5/2013
6	Train Workers on Processes	9/30/2013
7	Go-Live	10/1/2013



Assumptions:

#	Assumption
<b>Timeframe Assumptions:</b>	
1	Yuba County must approve this County Purchase and provide the corresponding approved Advance Planning Document (APD) by March 31, 2013. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.
<b>Technology Assumptions:</b>	
2	Estimates for deploying the C-IV CCP within the Host County's Service Center to accept Medi-Cal referrals are based on thirteen (13) workers.
3	Call recording / quality monitoring solution will record 20% of all transactions for training and quality purposes. Recordings will be kept online for 30 days.
4	Existing DS-3 lines at the Service Center will be used for data connectivity for CTI and access to C-IV and routing calls to the C-IV CCP. Additionally, existing DSL lines at the Service Center will be used for backup network service.
5	A total of one (1) T-1 PRI lines will provide (23) lines for the (13) workers and IVR usage. Contractor will re-examine this after go-live and discuss the addition of more lines with the Host County if necessary.
6	Toll Free rate is \$.03/min. The total volume of toll free minutes used by the Service Center each month is assumed at 8,974.
7	Long Distance rate is \$.02/min. The total volume of long distance minutes used by the Service Center per month is assumed at 449.
8	The solution that will be implemented in the Host County's Service Center will not leverage the existing C-IV IVR System (both inbound and outbound) as Covered California's centralized service center model requires Medi-Cal referrals to be transferred to the counties via warm transfer.
9	The Host County's Service Center will have two (2) points of entry for the transfer of calls – one for English and one for Spanish. Medi-Cal referrals for languages other than English or Spanish will be transferred to the point of entry for English-speaking calls. The Host County will be responsible for providing support for languages other than English or Spanish.
<b>Design, Test and Deployment Assumptions:</b>	
10	The Host County is responsible for setup of the Service Center facility including, but not limited to: furniture, electricity, HVAC, and data/electrical cabling. Contractor is responsible only for infrastructure required for C-IV CCP, Call Routing and Operations, workstations and phone deployment. See County Milestones #1, #2 and #3 in Table 1.0, Section 1 of the County Purchase for due dates.
11	The Host County is responsible for the purchase and installation of LCD screens for the Agent Statistics wall displays. The Host County is also responsible for purchasing and installing video cables/MUX that run from the Agent Statistics workstation to the LCD screens. All equipment procured by the Host County must be setup and installed for County Milestone #4 (see Table 1.0 - County Milestones, Section I of the County Purchase for due date).
12	Total devices to be deployed includes up to (14) workstations, (13) phones and (1) printer. The estimate provided assumes that the deployment will be done simultaneously (i.e. desk and phone at the same time). If the installation is to be conducted separately, additional charges will be incurred. Contractor will not be responsible for deploying any scanners.
13	The Uninterruptible Power Source (UPS) device deployed will provide fifteen (15) minutes of backup power for the Service Center infrastructure equipment and phones in the event of a power outage. <ul style="list-style-type: none"> <li>If the Host County requires more than fifteen (15) minutes of back-up power for the infrastructure equipment and phones, the Host County will be responsible for providing generator backup services to enable this capability.</li> <li>Backup power will not be provided for the workers' workstations.</li> </ul>



#	Assumption
14	The scope of this County Purchase excludes the following as the Host County currently owns these responsibilities for its existing Service Center: <ul style="list-style-type: none"><li>• Development of Performance Management Metrics;</li><li>• Assistance for use of tools for reporting, quality monitoring and workforce management, and technology and customer service training for the Service Center workers;</li><li>• Change Management and Communications;</li></ul>
15	As part of C-IV's central Call Center Platform Covered California Expansion, C-IV will provide Agent, Supervisor and Business Process training for the "host" counties. This training for the trainers ("T4T") will take place following completion of centralized Model Office testing and will be conducted centrally at the C-IV Application Development Facility ("ADF") in Rancho Cordova, California. <ul style="list-style-type: none"><li>• Contractor staff, with assistance from the counties, will be responsible for development and delivery of Agent, Supervisor and Business Process training for T4T;</li><li>• Two (2) trainers from each "host" county, including Yuba, will travel to the ADF to attend T4T;</li><li>• The schedule for T4T consists of four (4) weeks: during the first two (2) weeks, Contractor staff will train the "host" counties' trainers at the ADF. During the remaining (2) weeks trainers will travel back to their respective counties and train their Service Center workers. The Service Center workers must complete training for County Milestone #6 (see Table 1.0 - County Milestones, Section I of the County Purchase for due date).</li><li>• T4T will be a one-time training effort. Any ongoing or recurring process training will be the responsibility of the Host County.</li></ul>
16	Any requested changes to the deployment schedule may result in additional Services charges and will require the execution of a new County Purchase.
17	The Host County will complete County Milestones referenced in Table 1.0 - County Milestones in Section I of the County Purchase.
<b>Model Office Assumptions:</b>	
18	Model Office testing will be conducted centrally as part of C-IV's central Call Center Platform Covered California Expansion and is not in the scope of this County Purchase. <ul style="list-style-type: none"><li>• The schedule for the one-time central Model Office testing will span two (2) weeks;</li><li>• Two (2) resources from each "host" county, including Yuba, will travel to the ADF to execute Model Office test scenarios and plans;</li></ul>
<b>Hardware Installation Assumptions:</b>	
19	Contractor staff will install local equipment Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., with the exception of County holidays.
20	Contractor staff will transport all equipment purchased under this County Purchase to the Host County for installation.
21	For existing equipment, Contractor staff will uninstall, securely package, and transport to a Host County-provided location.
22	For new equipment, Contractor staff will un-package and connect all necessary cables and cords.
23	Remote Hardware Maintenance Technicians (RHMTs) will use existing power strips (new power strips will not be provided).
24	New workstations will be booted up and joined to the existing domain with a new workstation ID as defined by the C-IV Network team. Files will be transferred from the server.
25	Installation will be verified by having the worker log in and access the C-IV Application through Microsoft Internet Explorer, as well as the having the worker place an outbound call leveraging the agent headset and phone.



#	Assumption
26	If the worker is not available at the time of de-installation, the RHMTs will need to return to this cubicle at the end of the day, or on another day at the end of the installs (if not returning to that site the next day).
27	Peripheral County equipment (i.e., PDA's, speakers) will not be connected by the RHMTs.
28	The RHMTs will have spare equipment in the event that there is a defective phone, headset, workstation, monitor or mouse.
29	Any defective equipment will be brought back to the Central Depot by the RHMTs, and that team will confirm it gets replaced by the vendor.
<b>Operations Assumptions:</b>	
30	All Service Center application and infrastructure managed services will be part of Tier 3 services for the system availability SLA. IVR is already a component of Tier 3.
31	<p>The Host County will be responsible for monthly recurring production operations charges for central support, remote workstation maintenance and WAN Administration.</p> <ul style="list-style-type: none"><li>• Production operations charges for central support of agents and remote workstation maintenance will commence October 1, 2013 and run through May 31, 2018. Support charges will apply to the workers as they are actually used in production;</li><li>• Production operations charges for WAN Administration will commence August 1, 2013 and run through May 31, 2018;</li></ul>
<b>General Assumptions:</b>	
32	<p>The Total Cost of this County Purchase is based on information known as of February 22, 2013. This information includes the following assumptions:</p> <ul style="list-style-type: none"><li>• The initial period for Covered California's eligibility and enrollment is October 1, 2013 through March 9, 2014. For subsequent years, the period for eligibility and enrollment will be October 1 through December 9;</li><li>• All SAWS systems will not accept Medi-Cal referrals until October 1, 2013;</li><li>• Medi-Cal referral calls will be transferred to the counties via warm transfer within 30 seconds, 80% of the time on average during the operational hours of Covered California's centralized service center. Those operational hours are:<ul style="list-style-type: none"><li>○ Non-peak Operations: 8 a.m. to 6 p.m., Monday through Friday; 8 a.m. to 5 p.m. on Saturday;</li><li>○ Open Enrollment: 8 a.m. to 8 p.m., Monday through Saturday;</li></ul></li><li>• Medi-Cal referral calls will have an average handle time of 60 minutes.</li><li>• The monthly call volume will be 106 for Medi-Cal referrals.</li><li>• All Service Center workers will be full-time (rather than part-time). If the Host County would like these workers to follow a part-time model, then the quantities of certain software and hardware items will need to be increased in order to achieve the requested worker concurrency. Any additional software licenses or equipment items will be procured through the execution of another County Purchase;</li><li>• The Host County has reviewed and agreed with the quantity of thirteen (13) workers for the Service Center.</li></ul>
33	<p>The Total Cost is an estimate and is subject to changes at the time of ordering. The final cost will be provided to the Consortium at the time of invoicing. The Consortium will, in turn, invoice Yuba for these costs.</p> <ul style="list-style-type: none"><li>• The Total Cost for this County Purchase is dependent upon the C-IV Project receiving Federal and State funding to expand the central C-IV Call Center Platform to support Covered California's selection of the centralized service center model. Therefore, the Total Cost and scope of this County Purchase will require revision if the C-IV Project does not receive the appropriate funding.</li><li>• The solution for this County Purchase will leverage the Service Center infrastructure that will be deployed in Yuba County via County Purchase YB-02-2013. The project scope of County Purchase YB-02-2013 must be completed on schedule in order for the Total Cost of this County Purchase, YB-03-2013, to be valid; any schedule delays to the project scope of YB-02-2013 may result in additional Services, Hardware and Software, and Production Operations charges for this County Purchase YB-03-2013. These additional charges would be executed as a change</li></ul>



#	Assumption
	<p>order to this County Purchase.</p> <ul style="list-style-type: none"><li>• With regard to Hardware, Software, Hardware Support and Software Support ("Hardware and Software"), the prices and part numbers of the items actually purchased may differ from what is provided in the estimate due to, but not limited to, the following: 1) price fluctuations and 2) manufacturers' discontinuance of part numbers.</li><li>• The final cost for Hardware and Software will not exceed the estimates for each State Fiscal Year.</li><li>• The estimate is based on the scope of work outlined in this County Purchase. Any revisions to scope must be mutually agreed upon by the parties and may result in additional Services, Hardware and Software, and Production Operations charges. These additional charges will be executed as a change order to this County Purchase.</li></ul>
34	The Total Cost of this County Purchase includes recurring maintenance and ongoing operations charges that run through May 31, 2018 to coincide with the schedule for C-IV's June 2012 Maintenance & Operations APD. Although the current Agreement ends on October 31, 2013, the Host County will be responsible for all charges through May 31, 2018 based on the assumption that an extension of the Agreement term will be executed prior to November 1, 2013.
35	The costs for this County Purchase and solution will be invoiced to the Host County.
36	The Host County will be responsible for one-time Services charges for technology deployment. Services charges will be invoiced as payment milestones per the schedule set forth in Section IV of the County Purchase.
37	Status of the project schedule will be available to the Host County upon request.
38	New hardware will initially be sent to the C-IV Remote Depot in Rancho Cordova, California for asset tagging and will later be transported to the County for installation.
39	Taxes for hardware items were estimated at 8.75% and based on the initial shipping location of Rancho Cordova, California.
40	Ownership of central equipment such as servers, switches, routers and storage devices will reside with the Consortium.
41	The Consortium will transfer ownership of local equipment such as workstations, monitors, phones and printers to the Host County.
42	Because equipment items with unit prices greater than \$5,000 are capital assets, ownership of those items will reside with the Consortium. After those equipment items have been fully amortized, the Consortium will transfer ownership of those items to the Host County.
43	Ownership of all software purchased under this County Purchase will reside with the Consortium.
44	Hardware will be invoiced and paid in full upon receipt of hardware acceptance. All hardware (even those items over \$5,000) can be fully purchased without any leasing/financing required.
14	All Equipment, with the exception of HP printers and workstations, is purchased with 4-year maintenance agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the Host County will be responsible for funding any hardware refreshes or hardware support renewals through the execution of a separate County Purchase.
46	All HP printers and workstations are purchased with 3-year maintenance agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the Host County will be responsible for funding any hardware refreshes or hardware support renewals through the execution of a separate County Purchase.



#	Assumption
47	All software licenses, with the exception of CA Integrated Threat Manager, are purchased with 4-year maintenance agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the Host County will be responsible for funding any software refreshes or software support renewals through the execution of a separate County Purchase.
48	All CA Integrated Threat Manager licenses are purchased with 3-year maintenance agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the Host County will be responsible for funding any software refreshes or software support renewals through the execution of a separate County Purchase.
49	The image deployed on all Service Center workstations will include the Microsoft Windows 7 operating system.





## II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Years 2012/13 through and 2017/18.

## III. Total Cost:

The following table outlines the total charges for this County Purchase.

Total County Purchase	SFY 2012/13	SFY 2013/14 (6/2013 - 10/2013)	SFY 2013/14 (11/2013 - 5/2014)	SFY 2014/15	SFY 2015/16	SFY 2016/17	SFY 2017/18 (6/2017 - 5/2018)	Total Cost
<b>Services</b>	\$0	\$26,782	\$0	\$0	\$0	\$0	\$0	\$26,782
One Time Service Charges	\$0	\$26,782	\$0	\$0	\$0	\$0	\$0	\$26,782
Recurring Service Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Hardware and Software Charges</b>	\$0	\$139,509	\$0	\$0	\$0	\$0	\$39,767	\$179,275
Hardware Charges	\$0	\$51,011	\$0	\$0	\$0	\$0	\$0	\$51,011
Hardware Maintenance and Support Charges	\$0	\$5,300	\$0	\$0	\$0	\$0	\$6,360	\$11,660
Software Charges	\$0	\$55,359	\$0	\$0	\$0	\$0	\$0	\$55,359
Software Maintenance and Support Charges	\$0	\$27,839	\$0	\$0	\$0	\$0	\$33,406	\$61,245
<b>Production Operations Charges</b>	\$0	\$6,291	\$27,030	\$47,068	\$47,813	\$48,573	\$49,348	\$226,123
One Time Charges	\$0	\$973	\$0	\$0	\$0	\$0	\$0	\$973
Recurring Charges	\$0	\$5,318	\$27,030	\$47,068	\$47,813	\$48,573	\$49,348	\$225,150
<b>Facilities</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Charges</b>	\$0	\$172,581	\$27,030	\$47,068	\$47,813	\$48,573	\$89,115	\$432,180

## IV. Milestone Schedule:

The following table outlines the charges and invoicing timelines for Payment Milestones associated with Services.

Milestone Number	Description	Due Date	Price	SFY 2012/13	SFY 2013/14
1	Agent Configuration Complete	8/23/2013	\$26,782		\$26,782
<b>TOTAL</b>			\$26,782	\$0	\$26,782

Milestone #1 – Agent Configuration Complete does not consist of any paper deliverables.



**COUNTY PURCHASE APPROVAL**

**Subject:**      County Purchase - YB-03-2013

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

**Yuba County**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

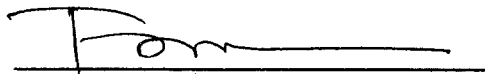
Notice Address:  
5730 Packard Avenue  
Marysville, CA 95901

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

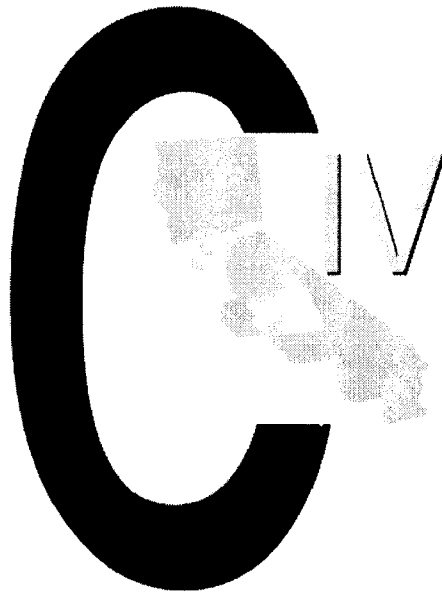
**SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY**

By: \_\_\_\_\_  
Printed Name:      John Boule  
Title:      C-IV Project Director  
Date: \_\_\_\_\_

Notice Address:  
SAWS Consortium-IV Joint Powers Authority  
Attention: C-IV Project Director  
11290 Pyrites Way, Suite 150  
Rancho Cordova, CA 95670-4481

  
IT Approved 3/14/13  
Tara Replica Flores

# *California SAWS Consortium IV*



## **County Purchase YB-02-2013 Yuba County - Contact Center Technology Deployment**



## **I. Overview:**

Pursuant to Section 6.11 of the Amended and Restated Revised System Agreement between the California SAWs Consortium IV Joint Powers Authority ("Consortium") and Accenture LLP and Proquire, LLC, with an effective date of June 29, 2007 (as amended, the "Agreement"), Yuba County ("County") would like utilize C-IV Contact Center services. The scope of the Project consists of services, hardware, software and recurring maintenance and production support charges, as further described in this County Purchase order.

The scope of the Service Center Project and this County Purchase consists of the following:

- Costs associated with the Services required to deploy the C-IV Contact Center technology within Yuba County's Service Center for twenty-five (25) workers, including the following:
  - IVR Menuing – Configuration and deployment of county specific menuing to triage customer intent and provide the appropriate transfer logic to agents (this will not include any additional self-service functionality).
  - Call Routing – Configuration and deployment of Routing logic and agent skill group definitions for up to 12 call types with appropriate queuing and messaging treatments.
  - Web Interaction Routing – Configuration and deployment of Web chat routing to agents supporting C4Yourself®.
  - Computer Telephony Integration (CTI) – Deployment of CTI softphone and transfer logic to agent desktops to support telephony.
  - Reporting – Deployment of reporting platform for the County to create reports to manage the Service Center.
  - Quality Monitoring – Configuration and deployment of Call and Screen recording, search and retrieval, and performance management software.
  - Workforce Management – Configuration and deployment of agent scheduling and staffing application.
  - Telephony – Configuration and deployment of telephony and voice messaging.
- Cost associated with Equipment and Software for enabling the above capabilities.
- Production Operations charges for WAN Administration, remote workstation maintenance and central support of agents.

Migrating to the Service Center model requires both business process and technology transformation efforts. The business process transformation is not in the scope of this County Purchase as the County will own the effort around definition of the new business model, definition of roles and responsibilities, definition of new processes, job training, call script development, change management, and communication. As part of aligning the technology capability to the business processes, assistance will be provided to the county for the following:

- Facilitation of the creation the inventory of customer interactions.
- Providing templates for defining and documenting the processes and call scripts for those interactions.
- Assistance defining test plans for the business processes and the technology for call scripts and interactions.
- Assistance with management and documentation of outcomes of the model office testing.



Approach:

The approach to delivering the capabilities described above includes Planning, Analysis, Design, Build, Test and Deployment of the contact center technology components. The specific timeframes and activities are listed in Table 1.0 below:

Table 1.0 - Project Schedule

Activity	Start	Finish
Signed County Purchase and approved APD	3/29/2013	3/29/2013
Contact Center Technology Deployment	5/27/2013	9/5/2013
Plan	5/27/2013	6/21/2013
Design	6/24/2013	7/26/2013
Build	7/29/2013	8/9/2013
Local Infrastructure Deployment	7/29/2013	8/16/2013
System Test	8/12/2013	8/23/2013
Scheduling Support	8/19/2013	9/20/2013
Model Office	8/26/2013	9/5/2013
Support	9/6/2013	9/20/2013

The County will be responsible for several milestones to enable the above project schedule.

Table 2.0 - County Milestones

#	Milestones for Which County is Responsible	Date
1	MPOE/MDF Ready for Circuit Installation	5/27/2013
2	Finalize Call Types	6/21/2013
3	Finalize IVR Call Flow	7/8/2013
4	Server Room Ready for Equipment	6/24/2013
5	Facility ready for Workstation and Phone Deployment	7/26/2013
6	Receive any County-procured Equipment	7/26/2013
7	Finalize Agent Processes	8/23/2013
8	Complete Model Office Script Development	8/23/2013
9	Hire Workers and Group into Teams	8/23/2013
10	Train Workers on Processes	9/5/2013
11	Go-Live	9/6/2013



Assumptions:

#	Assumption
<b>Timeframe Assumptions:</b>	
1	Yuba County must approve this County Purchase and provide the corresponding approved Advance Planning Document (APD) by March 29, 2013. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.
<b>Technology Assumptions:</b>	
2	<p>The estimate for deploying the Contact Center Technology within Yuba's Service Center is based on 25 workers. All Service Center workers answering phones will be full-time (rather than part-time).</p> <ul style="list-style-type: none"><li>• If the County later needs to increase the total number of Service Center workers answering phones, then additional quantities of certain software and hardware items will be required. This would result in additional charges for Software and Hardware as well as additional Production Operations charges for central support. These additional charges are not included in this County Purchase, but will be provided to the County in a separate County Purchase.</li></ul>
3	Call recording / quality monitoring solution will record 20% of all transactions for training and quality purposes. Recordings will be kept online for 30 days.
4	Network configuration consists of two (2) DS-3 lines for data connectivity for CTI, access to C-IV and routing calls to the IVR. One (1) T-1 line will be added for connectivity to the NAIT as well as one (1) DSL line for backup network service.
5	A total of three (3) T-1 PRI lines will be provided - two (2) T-1 PRI lines will provide (46) lines for the (25) workers and IVR usage, and the remaining one will provide (23) lines that will be dedicated to outbound calling. Contractor will re-examine this after go-live and discuss the addition of more lines with the County if necessary.
6	Toll Free rate is \$.03/min. The total volume of toll free minutes used by the contact center each month is assumed at 70,633.
7	Long Distance rate is \$.02/min. The total volume of long distance minutes used by the contact center per month is assumed at 3,532.
8	Although other sites in the County follow the Point of Presence (PoP) network model, the Service Center will be deployed with the managed network model. In order for PoP county sites to access the C-IV Service Center network, the County will need to complete a number of activities prior to deployment of the Service Center. Volume VIII - Yuba County of the System Operations and Support Plan (SOSP) will be updated to reflect the change.
<b>Design, Test and Deployment Assumptions:</b>	
9	The County is responsible for setup of the contact center facility including, but not limited to: furniture, electricity, HVAC, and data/electrical cabling. Contractor is responsible only for infrastructure required for the IVR System, Call Routing and Operations, PCs and phone deployment. See County Milestones #1, #4 and #5 in Table 2.0, Section 1 of the County Purchase for due dates.



#	Assumption
10	<p>The Uninterruptible Power Source (UPS) device deployed will provide fifteen (15) minutes of backup power for the Service Center infrastructure equipment and phones in the event of a power outage.</p> <ul style="list-style-type: none"><li>• If the County requires more than fifteen (15) minutes of back-up power for the infrastructure equipment and phones, the County will be responsible for providing generator backup services to enable this capability.</li><li>• Backup power will not be provided for the workers' workstations.</li></ul>
11	<p>The County is responsible for the purchase and installation of LCD screens for the Agent Statistics wall displays. The County is also responsible for purchasing and installing video cables/MUX that run from the Agent Statistics workstation to the LCD screens. All County-procured equipment must be setup and installed for County Milestone #6 (see Table 2.0 - County Milestones, Section I of the County Purchase for due date).</p>
12	<p>Total devices to be deployed includes up to (27) workstations, (25) phones and (2) printers. The estimate provided assumes that the deployment will be done simultaneously (i.e. desk and phone at the same time). If the installation is to be conducted separately, additional charges will be incurred. Contractor will not be responsible for deploying any scanners.</p>
13	<p>Self-service capabilities will be limited to existing and project-planned Inbound and Outbound IVR capabilities for Yuba County. Capabilities are detailed in the IVR Plan Document (Deliverable IVR001 – IVR Plan). Any additional self-service needs will be a separate SCR and/or County Purchase. Menu structure, options and initial triage and transfer-out capabilities will be provided as part of the county specific business logic.</p>
14	<p>No changes to Computer Telephony Integration (CTI) will be made.</p>
15	<p>The County will be responsible for determining the call types and IVR call flow for the Contact Center. Call types and IVR call flow must be finalized for County Milestones #2 and #3, respectively (see Table 2.0 - County Milestones, Section I of the County Purchase for due dates).</p>
16	<p>Technology training will be conducted at the Service Center facility based on training queues on the production call routing instances. Facilities and space will be provided by the County. This will be a one-time effort and recurring technology training will be the responsibility of the County; trainers should attend the one-time training.</p>
17	<p>Development and testing estimates do not include User Acceptance Testing or Independent Test.</p>
18	<p>Any requested changes to the deployment schedule may result in additional Services charges and will require the execution of a new County Purchase. The daily rate for delaying deployment is \$6,456 during SFY 13/14.</p>
19	<p>County will complete County Milestones referenced in Table 2.0 - County Milestones in Section I of the County Purchase.</p>
	<b>Model Office Assumptions:</b>
20	<p>Contractor will provide the County a maximum of 680 hours of assistance for the County's development of Business Processes, Operating Procedures and Performance Management Metrics. Although Contractor assistance will be provided, the responsibility of aligning the Contact Center technology capability to the County's business processes will fully reside with the County.</p>



#	Assumption
21	Model Office scope will provide supplemental staffing for Contractor resources to assist Yuba County with development of the following: <ul style="list-style-type: none"><li>- Development of Customer Interaction Inventory</li><li>- Development of up to 12 Call Handling Processes and Scripts</li><li>- Development of up to 12 Operational Monitoring and Supervisory Processes and Scripts</li><li>- Up to 12 Interaction Scenarios and Test Plans</li><li>- Test Environment Preparation for Testing Model Office Interaction Scenarios</li><li>- Assistance with Execution of up to 12 Model Office Test Scenarios</li></ul>
22	Model Office script development will be the responsibility of the County and will be available for County Milestone #8 (see Table 2.0 - County Milestones, Section I of the County Purchase for due date).
23	Model Office testing will leverage the production instance of the Cisco Telephony, Call Routing, Quality Monitoring, Workforce Management and Reporting environments with application integration (CTI) screen pops integrated to the C-IV PRT application environment. Data preparation and maintenance will not be required within the C-IV PRT Environment to support Model Office Test efforts.
24	Resources to execute the Model Office Test scenarios and plans will be provided by the County. It is assumed that at least two dedicated representatives will be fully engaged to execute each Model Office scenario. Each Model Office Scenario will be limited to two conducts within the nine business-day scope of Model Office Testing.
25	Business process changes as a result of Model Office testing will not alter the technology deployment schedule. Modifications to business processes post Model Office testing will be reviewed and may require a new County Purchase for Services. Changes would be developed and implemented following the completion of the technology deployment. Any technology defects (where the solution built is in conflict with the design) found during Model Office will be logged/shared in the templates used for the Model Office script testing and addressed using the standard project protocols.
26	The County, with assistance from Contractor, is responsible for development of Business Processes, Operating Procedures, and Performance Management Metrics. Processes and Procedures must be completed for County Milestone #7 (see Table 2.0 - County Milestones, Section I of the County Purchase for due date).
27	The County will be responsible for development and delivery of Agent, Supervisor and Business Process Training, change management and communication in support of the Service Center deployment. All training must be completed for County Milestone #10 (see Table 2.0 - County Milestones, Section I of the County Purchase for due date).
28	The reporting, quality monitoring, and workforce management solutions for the contact center are used by county Contact Center management and operations personnel to administer the Contact Center. Contractor will set up accounts for reporting, quality monitoring, and workforce management for county Contact Center management and operations personnel. Contractor will also assist those personnel in their initial setup and use of those tools. This will generally occur during Model Office and post go-live enhanced support periods.
<b>Hardware Installation Assumptions:</b>	
29	Contractor staff will set up and install equipment Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., with the exception of County holidays.
30	Contractor staff will transport new equipment to the County for installation.





#	Assumption
31	Contractor staff will uninstall existing equipment, package the equipment securely, and transport the equipment to a County-provided location.
32	Contractor staff will un-packaged new equipment and connect all necessary cables and cords.
33	Remote Hardware Maintenance Technicians (RHMTs) will use existing power strips (new power strips will not be provided).
34	Contractor will boot up new workstations and join them to the existing domain with a new workstation ID as defined by the C-IV Network team. County IT staff will be responsible for transferring files from the server.
35	Installation will be verified by having the User log in and access the C-IV Application through Microsoft Internet Explorer, as well as the having the user place an outbound call leveraging the agent headset and phone.
36	If the User is not available at the time of de-installation, the RHMTs will need to return to this cubicle at the end of the day, or on another day at the end of the installs (if not returning to that site the next day).
37	Peripheral County equipment (i.e., PDA's, speakers) will not be connected by the RHMTs.
38	The RHMTs will have spare equipment in the event that there is a defective phone, headset, workstation, monitor or mouse.
39	Any defective equipment will be brought back to the Central Depot by the RHMTs, and that team will confirm it gets replaced by the vendor.
<b>Operations Assumptions:</b>	
40	All central Service Center application and infrastructure managed services will be part of Tier 3 services for C-IV Service Level Agreement (SLA) #9 - Online Availability.
41	<p>The County will be responsible for monthly recurring production operations charges for central support and WAN Administration.</p> <ul style="list-style-type: none"><li>• Production operations charges for central support of agents and remote workstation maintenance will commence September 2013 and run through May 2018. Support charges will apply to the workers as they are actually used in production.</li><li>• Production operations charges for WAN Administration will commence July 2013 and run through May 2018.</li></ul>
<b>General Assumptions:</b>	
42	<p>The Total Cost is an estimate and is subject to changes at the time of ordering. The final cost will be provided to the Consortium at the time of invoicing.</p> <ul style="list-style-type: none"><li>• With regard to Hardware, Software, Hardware Support and Software Support ("Hardware and Software"), the prices and part numbers of the items actually purchased may differ from what is provided in the estimate due to, but not limited to, the following: 1) price fluctuations and 2) manufacturers' discontinuance of part numbers and 3) the County will determine the actual facility used for the Service Center after approval of this County Purchase, which may change the selection of required hardware.</li><li>• The final cost for Hardware and Software will not exceed the estimates for each State Fiscal Year.</li><li>• The estimate is based on the scope of work outlined in this County Purchase. Any revisions to scope must be mutually agreed upon by the parties and may result in additional Services, Hardware and Software, and Production Operations charges. These additional charges will be executed as a change order to this County Purchase.</li></ul>



#	Assumption
43	The County will be responsible for one-time Services charges for technology deployment. All services charges, with the exception of Business Process Support, will be invoiced as payment milestones per the schedule set forth in Section IV of the County Purchase. <ul style="list-style-type: none"><li>• With regard to Business Process Support, Contractor will work up to a maximum of 680 hours during SFY 13/14. The County will only be invoiced for the actual number of hours worked.</li></ul>
44	The Total Cost of this County Purchase includes recurring maintenance and ongoing operations charges that run through May 31, 2018 to coincide with the schedule for C-IV's June 2012 Maintenance & Operations APD. Although the current Agreement ends on October 31, 2013, the County will be responsible for all charges through May 31, 2018 based on the assumption that an extension of the Agreement term will be executed prior to November 1, 2013.
45	Status of the project schedule will be available to the County upon request.
46	New hardware will initially be sent to the warehouse in Rancho Cordova, California by the equipment vendor for asset tagging. Once asset-tagging has been completed, Contractor staff will transport the equipment to the County for installation.
47	Taxes for hardware items were estimated at 9.00% and based on the initial shipping location of Rancho Cordova, California.
48	Ownership of central Equipment such as servers, switches, routers and storage devices will reside with the Consortium.
49	Because equipment items with unit prices greater than \$5,000 are capital assets, ownership of those items will reside with the Consortium. After those equipment items have been fully amortized, the Consortium will transfer ownership of those items to the County.
50	Ownership of all software purchased under this County Purchase will reside with the Consortium.
51	Hardware will be invoiced and paid in full upon receipt of hardware acceptance. All hardware (even those items over \$5,000) can be fully purchased without any leasing/financing required.
52	The outbound IVR system supports English and Spanish languages only.
53	All Equipment, with the exception of HP printers and workstations, is purchased with 4-year maintenance agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals through the execution of a separate County Purchase.
54	All HP printers and workstations are purchased with 3-year maintenance agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals through the execution of a separate County Purchase.
55	All software licenses, with the exception of CA Integrated Threat Manager, are purchased with 4-year maintenance agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the County will be responsible for funding any software refreshes or software support renewals through the execution of a separate County Purchase.



#	Assumption
56	All CA Integrated Threat Manager licenses are purchased with 3-year maintenance agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the County will be responsible for funding any software refreshes or software support renewals through the execution of a separate County Purchase.
57	San Bernardino County purchased the central equipment that enabled the C-IV Contact Center technology and also funded the equipment support agreements through the end of the Agreement. If the County still would like to continue utilizing the C-IV Contact Center technology when the support agreements end in SFY 14/15, the County would be responsible for funding its share of renewing the support agreements or the technical refresh if the Consortium does not have the available funding.
58	The image deployed on all contact center workstations will include the Microsoft Windows 7 operating system.
<b>County Data Specific Assumptions:</b>	
59	This estimate assumes that all Service Center workers will be full-time (rather than part-time). If the County would like these workers to follow a part-time model, then the quantities of certain software and hardware items will need to be increased in order to achieve the requested worker concurrency. Any additional software licenses or equipment items will be procured through the execution of another County Purchase.



## II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Years 2012/13 through 2017/18.

## III. Total Cost:

The following table outlines the total charges for this County Purchase.

Total County Purchase	SFY 2012/13	SFY 2013/14 (6/2013 - 10/2013)	SFY 2013/14 (11/2013 - 5/2014)	SFY 2014/15	SFY 2015/16	SFY 2016/17	SFY 2017/18	Total
<b>Services</b>	<b>\$0</b>	<b>\$976,923</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$976,923</b>
One Time Service Charges	\$0	\$976,923	\$0	\$0	\$0	\$0	\$0	\$976,923
Recurring Service Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Hardware and Software Charges</b>	<b>\$295,080</b>	<b>\$357,032</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$129,216</b>	<b>\$59,084</b>	<b>\$840,412</b>
Hardware Charges	\$0	\$307,795	\$0	\$0	\$0	\$0	\$0	\$307,795
Hardware Maintenance and Support Charges	\$0	\$49,237	\$0	\$0	\$0	\$0	\$59,084	\$108,321
Software Charges	\$187,400	\$0	\$0	\$0	\$0	\$0	\$0	\$187,400
Software Maintenance and Support Charges	\$107,680	\$0	\$0	\$0	\$0	\$129,216	\$0	\$236,896
<b>Production Operations Charges</b>	<b>\$0</b>	<b>\$116,874</b>	<b>\$183,723</b>	<b>\$316,358</b>	<b>\$317,792</b>	<b>\$319,253</b>	<b>\$320,744</b>	<b>\$1,573,744</b>
One Time Charges	\$0	\$22,940	\$0	\$0	\$0	\$0	\$0	\$22,940
Recurring Charges	\$0	\$92,934	\$183,723	\$316,358	\$317,792	\$319,253	\$320,744	\$1,550,804
<b>Facilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Charges</b>	<b>\$295,080</b>	<b>\$1,449,829</b>	<b>\$183,723</b>	<b>\$316,358</b>	<b>\$317,792</b>	<b>\$448,469</b>	<b>\$379,828</b>	<b>\$3,381,079</b>



#### IV. Milestone Schedule:

The following table outlines the charges and invoicing timelines for Payment Milestones associated with Services.

Milestone Number	Description	Due Date	Price	SFY 2012/13	SFY 2013/14
1	Service Center Technology Deployment - Plan Complete	6/21/2013	\$227,389		\$227,389
2	Service Center Technology Deployment - Build Complete	8/9/2013	\$227,389		\$227,389
3	Service Center Technology Deployment Complete	9/5/2013	\$303,185		\$303,185
<b>TOTAL</b>			\$757,963	\$0	\$757,963

Milestone #1 – Service Center Technology Deployment - Plan Complete consists of the following documentation:

- Project Schedule
- Requirements
- High Level Design Description
- Training Approach
- Testing Approach

Milestone #2 – Service Center Technology Deployment - Build Complete does not consist of any paper deliverables.

Milestone #3 – Service Center Technology Deployment Complete consists of the following:

- IVR Menuing Build & Test Complete
- CTI, Call/Web Routing Build & Test Complete
- Reporting Build & Test Complete
- QM Build & Test Complete
- WFM Build & Test Complete
- System Testing Complete
- Technology Training Delivered



COUNTY PURCHASE APPROVAL


**Subject:** County Purchase - YB-02-2013

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

**Yuba County**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


Notice Address:  
5730 Packard Avenue  
Marysville, CA 95901

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

**SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY**

By: \_\_\_\_\_  
Printed Name: John Boule  
Title: C-IV Project Director  
Date: \_\_\_\_\_

Notice Address:  
SAWS Consortium-IV Joint Powers Authority  
Attention: C-IV Project Director  
11290 Pyrites Way, Suite 150  
Rancho Cordova, CA 95670-4481

 3/14/13  
IT Approved. Tara Repka Flores



3/14/13

# County of Yuba

## Request for Position Allocation Change

Fiscal Year 12/13

Department: HHSD	Date: 3/14/13
Division: Eligibility	Contact: R. Sharrock
Program:	Phone #: 6834

<b>Type of Action Requested (check all that apply):</b>			
<input checked="" type="checkbox"/> Add Position	<input type="checkbox"/> Abolish/Establish*	<input type="checkbox"/> Reclassification*	<input type="checkbox"/> Title Change*
<input type="checkbox"/> Delete Position	<input type="checkbox"/> Change Budget #	<input type="checkbox"/> Change Fund #	<input type="checkbox"/> Other:*
Classification Status: Existing Classification	Current Position is: Vacant Last Name:		

<b>Position changes (complete for currently allocated position changes only (marked with * above):</b>	
Current Title:	PCN:
Requested Title: (If applicable)	PCN:

<b>Requested Position:</b> Organizational chart must be attached. For new classifications attach a brief summary of expected job duties, and if available the class specification and estimated base salary. <i>New classifications must be approved through the BOS.</i>				
Title: Project Manager		Allocation Effective Date:	4/1/13	
		Estimated Hire Date:	4/1/13	
Base Salary: \$4,870	Index Rate: 1.103	Salary: \$5,371	# of positions: 1	# Months Funded in FY: 3
Position Status: <input checked="" type="checkbox"/> Hours per week: 40		<input type="checkbox"/> Permanent		<input checked="" type="checkbox"/> Limited Term Exp: 12/31/13

<b>Justification, Background Information and Supporting Documentation (please attach):</b>	<b># of Attachments: 2</b>
See Attached	

<b>Financial Analysis (include all positions being requested on this form):</b>			
<b>Fiscal Year Expenses:</b>		<b>Offsetting Reimbursements</b>	
Expense Type	Total Amount	Offsetting Funds	Source
Salary	\$16,113.00	\$16,113.00	100% Federal And State Funds
Benefits	\$7,565.00	\$7,565.00	100% Federal And State Funds
Operating Costs			
Equipment Costs			
Grand Total	\$23,678.00	\$23,678.00	Net Funds Requested \$0.00
<b>Budget Assignments</b>			
Budget Unit #	% of Budget Unit	Fund #	% of General Fund % of Non Gen Fund
5203	100%	100	0% 100%

<b>CAO/Human Resources Use Only</b>			
CAO: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date: 3/19/13	Initials: RPS/GR
HR: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date:	Initials:
New Classifications Only: <input type="checkbox"/> BOS	Agenda Date/Item #	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	

**Purpose:** Every department is required to complete this form when making any change to a position allocation.

### **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- **Add Position** – Addition to allocation of an existing or new classification.
- **Delete Position** – Remove/decrease the allocation of an existing classification.
- **Title Change** – Change the title of an existing classification for one or more positions.
- **Change Budget #** - Change the budget number of an existing position.
- **Change Fund #** - Change the fund number of an existing position.
- **Abolish/Establish**: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification. Abolish/Establish is appropriate when a position is having duties added to the current position/body of work that will change the classification of the position; i.e. when an Accounting Assistant position is being re-allocated at the Accounting Specialist level because the department needs to expand the duties. Abolish/Establish will result in a competitive process to fill the position and may negatively impact the incumbent (i.e. layoff). *When the two positions are not related (i.e. replacing an Accounting Assistant in the division with a Social Worker), then add & delete should be used instead.*
- **Reclassification** – For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is not involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned. This number can be found on your salary and benefit report. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Index Rate use "1.103" for all entry-level positions (i.e. Office Assistant) and/or open recruitments and "1.365" for high level classifications and/or promotional recruitments. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

**Budget Assignments:** Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.



**Project Manager (LT)**  
**Health & Human Services**  
**FY 12-13**

Health and Human Services is requesting to add a limited term Project Manager position.

With the impending changes to the Medi-Cal, Path2Health and CMSP programs with Health Care Reform, Yuba County Health and Human Services Department is requesting to implement a customer-service benefits service center model. The centralized services will be deployed to Contact Center agents within Yuba County in support of the Service Center business model for interacting with CalWORKs, CMSP, Medi-Cal, Medi-Cal/CalFresh and CalFresh customers.

This position is needed to manage a successful implementation of the new Customer Service Center. This goal requires a knowledgeable, experienced project manager to have primary responsibility for the oversight of the project schedule and the various county milestones.

Oversight will include, but not be limited to:

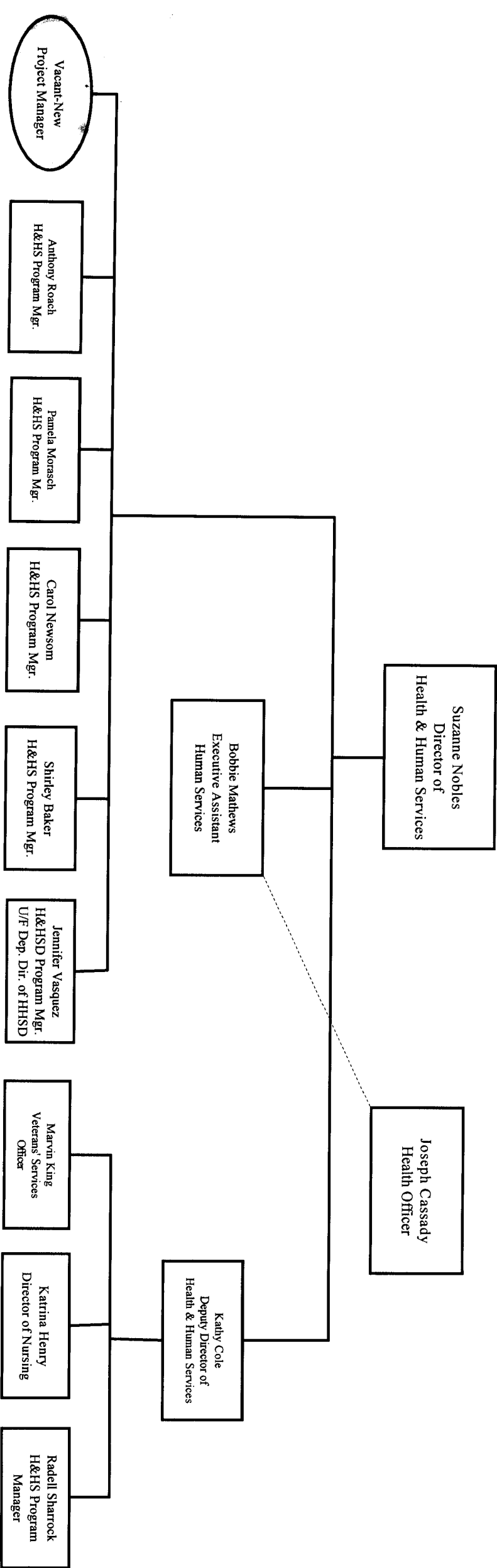
- Identifying key staff that will play a role in implementation activities; Scheduling implementation planning meetings and regularly briefing executive team on progress; Acting as the single point of contact for receiving and disseminating communications regarding Health Care Reform implementation; Serving as the lead for the business process re-engineering team tasked with modifying current business processes, organization and workflow; Leading a local communications and public outreach workgroup; Ensuring all data conversion requirements have been met; and Coordinating site preparation activities to meet all deadlines for readiness.

The Project Manager will work directly with the Executive Management team to achieve the Customer Service Center implementation goals.

This proposal adds one (1) Project Manager (LT) position.

HEALTH and HUMAN SERVICES DEPARTMENT    FY 12-13  
MANAGEMENT OVERVIEW    03/13

Updated 03/8/13



6 positions



# County of Yuba

## Request for Position Allocation Change

Fiscal Year

12/13

Department: HHSD	Date: 3/14/13
Division: Eligibility	Contact: R. Sharrock
Program:	Phone #: 6834

<b>Type of Action Requested (check all that apply):</b>			
<input checked="" type="checkbox"/> Add Position	<input type="checkbox"/> Abolish/Establish*	<input type="checkbox"/> Reclassification*	<input type="checkbox"/> Title Change*
<input type="checkbox"/> Delete Position	<input type="checkbox"/> Change Budget #	<input type="checkbox"/> Change Fund #	<input type="checkbox"/> Other:*
Classification Status: Existing Classification	Current Position is: Vacant Last Name:		

<b>Position changes (complete for currently allocated position changes only (marked with * above):</b>	
Current Title:	PCN:
Requested Title: (If applicable)	PCN:

<b>Requested Position:</b> Organizational chart must be attached. For new classifications attach a brief summary of expected job duties, and if available the class specification and estimated base salary. <i>New classifications must be approved through the BOS.</i>				
Title: Administrative Technician		Allocation Effective Date:	4/1/13	
		Estimated Hire Date:	4/1/13	
Base Salary: \$3,127	Index Rate: 1.103	Salary: \$3,449	# of positions: 2	# Months Funded in FY: 3
Position Status: <input checked="" type="checkbox"/> Hours per week: 40		<input type="checkbox"/> Permanent		<input type="checkbox"/> Limited Term Exp:

<b>Justification, Background Information and Supporting Documentation (please attach):</b>	<b># of Attachments: 3</b>
See Attached	

<b>Financial Analysis (include all positions being requested on this form):</b>				
<b>Fiscal Year Expenses:</b>		<b>Offsetting Reimbursements</b>		
Expense Type	Total Amount	Offsetting Funds	Source	
Salary	\$20,694.00	\$20,694.00	100% Federal And State Funds	
Benefits	\$13,229.00	\$13,229.00	100% Federal And State Funds	
Operating Costs				
Equipment Costs				
Grand Total	\$33,923.00	\$33,923.00	Net Funds Requested \$0.00	
<b>Budget Assignments</b>				
Budget Unit #	% of Budget Unit	Fund #	% of General Fund	% of Non Gen Fund
5203	100%	100	0%	100%

<b>CAO/Human Resources Use Only</b>				
CAO:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date: 3/19/13	Initials: [Signature]
HR:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date:	Initials:
New Classifications Only:	<input type="checkbox"/> BOS	Agenda Date/Item #	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	

**Purpose:** Every department is required to complete this form when making any change to a position allocation.

### **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- **Add Position** – Addition to allocation of an existing or new classification.
- **Delete Position** – Remove/decrease the allocation of an existing classification.
- **Title Change** – Change the title of an existing classification for one or more positions.
- **Change Budget #** - Change the budget number of an existing position.
- **Change Fund #**- Change the fund number of an existing position.
- **Abolish/Establish**: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification. Abolish/Establish is appropriate when a position is having duties added to the current position/body of work that will change the classification of the position; i.e. when an Accounting Assistant position is being re-allocated at the Accounting Specialist level because the department needs to expand the duties. Abolish/Establish will result in a competitive process to fill the position and may negatively impact the incumbent (i.e. layoff). *When the two positions are not related (i.e. replacing an Accounting Assistant in the division with a Social Worker), then add & delete should be used instead.*
- **Reclassification** – For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is not involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned. This number can be found on your salary and benefit report. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Index Rate use "1.103" for all entry-level positions (i.e. Office Assistant) and/or open recruitments and "1.365" for high level classifications and/or promotional recruitments. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

**Budget Assignments:** Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.

**Administrative Technician**  
**Health & Human Services**  
**FY 12-13**

Health and Human Services is requesting to add two (2) Administrative Technician positions.

With the impending changes to the Medi-Cal, Path2Health and CMSP programs with Health Care Reform, Yuba County Health and Human Services Department is requesting to implement a customer-service benefits service center model. The centralized services will be deployed to Contact Center agents within Yuba County in support of the Service Center business model for interacting with CalWORKs, CMSP, Medi-Cal, Medi-Cal/CalFresh and CalFresh customers.

This new model will require additional staffing to include Eligibility Technicians, Administrative Technicians, and Eligibility Supervisors.

There is a role within the Customer Service Center Operations that does workforce management. This position does all the agent scheduling, runs statistical and service level reports and interprets them, monitors service levels including call times, is technically knowledgeable of the system, and creates CSC work orders.

The Health and Human Services Department feels that the class specification for Administrative Technician best fits this workforce management role.

The Administrative Technicians will work directly with the manager to achieve the Customer Service Center goals. The expectation is that the Administrative Technician has the knowledge to identify unit processes and procedures that are affected by changes in regulations and policies. The Administrative Technician has the ability to implement and train staff on changes in regulations and policies in addition to any computer system changes.

This proposal adds two (2) Administrative Technician positions that will fulfill the workforce management functions of the Customer Service Center.

HEALTH and HUMAN SERVICES  
FY 12-13  
ELIGIBILITY DEPARTMENT 03/13

Updated 03/14/13

Pam Morasch  
H&HS Program Manager

Vacant-New  
Admin Tech

Shannon Riney  
Eligibility Sup.

Sharry Hastley  
Sr. Elig. Tech

Carol Arcarano  
Elig Tech II

Terri Drymon  
Elig Tech II

Russell Henderson  
Elig Tech I

Vacant-Lopez  
Elig Tech I/II

Vacant-New  
Elig Tech I/II  
(Stimmons)

Cheryl Corniel  
Eligibility Sup.

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Denise Cannon  
Office Asst. II

Lovena DeCamp  
Eligibility Sup.

Brandi Lanni  
Sr. Elig Tech

Chester Hendrix  
Elig Tech II

PaDao Her  
Elig Tech II Btl

Laurie Hernandez  
Elig Tech II

Alex Rodriguez  
Elig Tech II Btl

Erin Sims  
Elig Tech II

Jaime Bartolome  
Eligibility Sup.

Kim Flores  
Program Asst.

Kathy Sims  
Program Asst.

Lupe Hernandez  
Program Asst. Btl

Houa Yang  
Program Asst.

Tracy Ames  
Office Asst. II

Bonnie Beck  
Office Asst. II

Vacant-New  
Elig Tech I/II

Mary Large  
Eligibility Sup.

Darcy Knox  
Sr. Elig Tech

Deborah Meeker  
Elig Tech II

Suzette Bodiot  
Elig Tech II

Suzanne Hindo  
Elig Tech II

Jennifer Ross  
Elig Tech I

Yona Her  
Elig Tech II Btl

Hector Duenas  
Elig Tech II Btl

Vacant-Johnston  
Elig Tech I/II

Vacant-New  
Eligibility Sup.

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

Vacant-New  
Elig Tech I/II

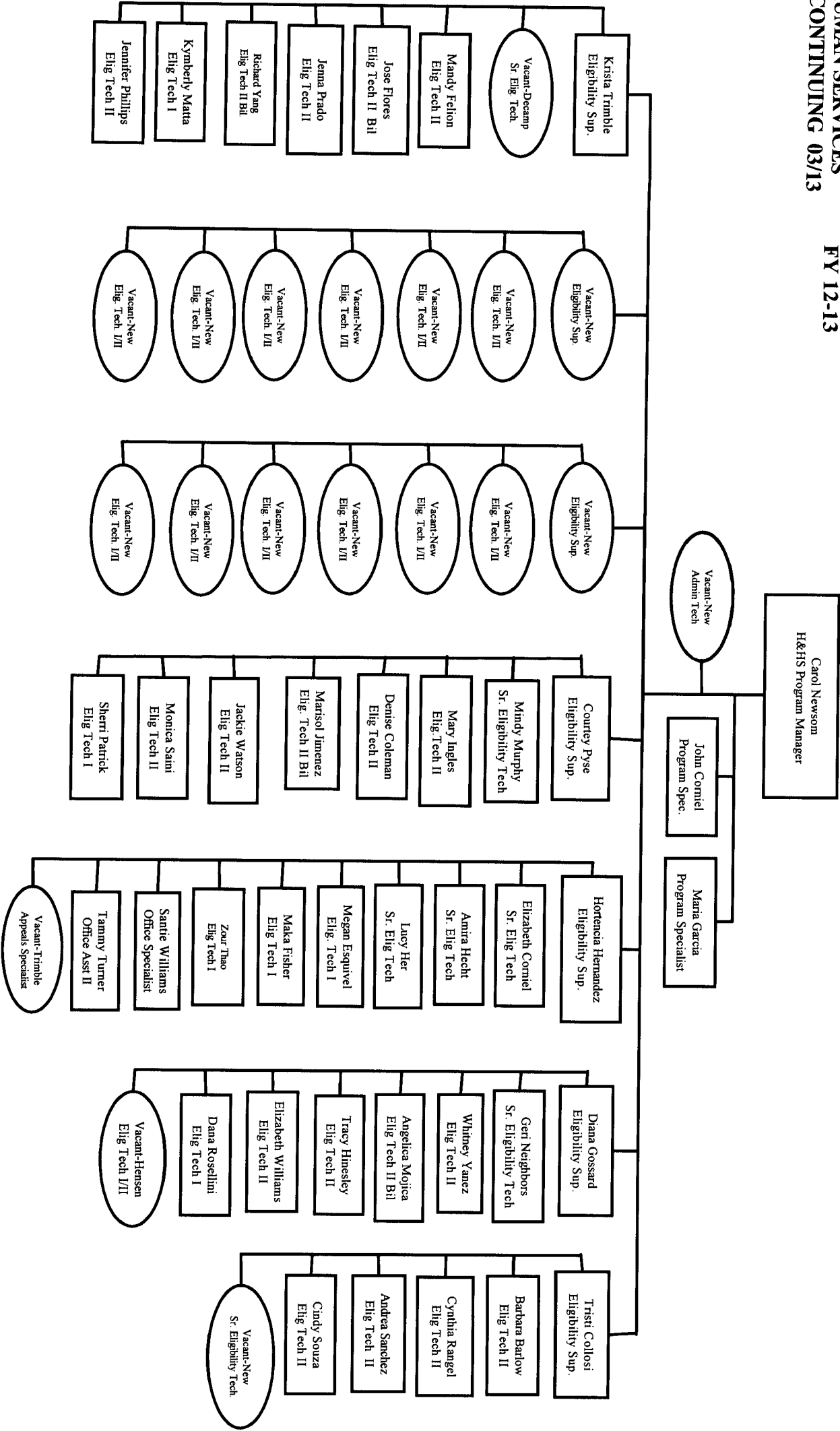
Vacant-New  
Elig Tech I/II

Michelle Mazercollie  
Program Specialist

Shea Comerford  
Sr. Elig Tech

Penny Heitman  
Sr. Elig Tech

Jeanette Elkins  
Acct Technician





SW  
3/14/13

# County of Yuba

## Request for Position Allocation Change

Fiscal Year

12/13

Department: HHSD	Date: 3/14/13
Division: Eligibility	Contact: R. Sharrock
Program:	Phone #: 6834

<b>Type of Action Requested (check all that apply):</b>			
<input checked="" type="checkbox"/> Add Position	<input type="checkbox"/> Abolish/Establish*	<input type="checkbox"/> Reclassification*	<input type="checkbox"/> Title Change*
<input type="checkbox"/> Delete Position	<input type="checkbox"/> Change Budget #	<input type="checkbox"/> Change Fund #	<input type="checkbox"/> Other:*
Classification Status: Existing Classification	Current Position is: Vacant Last Name:		

<b>Position changes (complete for currently allocated position changes only (marked with * above):</b>	
Current Title:	PCN:
Requested Title: (If applicable)	PCN:

<b>Requested Position:</b> Organizational chart must be attached. For new classifications attach a brief summary of expected job duties, and if available the class specification and estimated base salary. <i>New classifications must be approved through the BOS.</i>				
Title: Eligibility Supervisor			Allocation Effective Date: 4/1/13	
			Estimated Hire Date: 4/1/13	
Base Salary: \$3,416	Index Rate: 1.365	Salary: \$4,662	# of positions: 3	# Months Funded in FY: 3
Position Status: <input checked="" type="checkbox"/> Hours per week: 40		<input checked="" type="checkbox"/> Permanent		<input type="checkbox"/> Limited Term Exp:

<b>Justification, Background Information and Supporting Documentation (please attach):</b>	<b># of Attachments: 3</b>
See Attached	

<b>Financial Analysis (include all positions being requested on this form):</b>			
<b>Fiscal Year Expenses:</b>		<b>Offsetting Reimbursements</b>	
Expense Type	Total Amount	Offsetting Funds	Source
Salary	\$41,958.00	\$41,958.00	100% Federal And State Funds
Benefits	\$21,611.00	\$21,611.00	100% Federal And State Funds
Operating Costs			
Equipment Costs			
Grand Total	\$63,569.00	\$63,569.00	Net Funds Requested \$0.00
<b>Budget Assignments</b>			
Budget Unit #	% of Budget Unit	Fund #	% of General Fund % of Non Gen Fund
5201	100%	100	0% 100%

<b>CAO/Human Resources Use Only</b>			
CAO: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date: 3/19/13	Initials: RB/gm
HR: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Return to Dept – Additional Info Requested.	Date:	Initials:
New Classifications Only: <input type="checkbox"/> BOS	Agenda Date/Item #	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	



**Purpose:** Every department is required to complete this form when making any change to a position allocation.

### **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

**Type of Action Requested:** Check type of action; definitions are below. If type is "other" give brief description of action and detail further in the justification section below. You may select more than one action; for instance title change and change budget # may be appropriate.

- Add Position – Addition to allocation of an existing or new classification.
- Delete Position – Remove/decrease the allocation of an existing classification.
- Title Change – Change the title of an existing classification for one or more positions.
- Change Budget # - Change the budget number of an existing position.
- Change Fund # - Change the fund number of an existing position.
- Abolish/Establish: For encumbered and vacant positions. Deletion to allocation of an existing position and addition to allocation of an existing or new classification. Abolish/Establish is appropriate when a position is having duties added to the current position/body of work that will change the classification of the position; i.e. when an Accounting Assistant position is being re-allocated at the Accounting Specialist level because the department needs to expand the duties. Abolish/Establish will result in a competitive process to fill the position and may negatively impact the incumbent (i.e. layoff). *When the two positions are not related (i.e. replacing an Accounting Assistant in the division with a Social Worker), then add & delete should be used instead.*
- Reclassification – For encumbered positions only. Change the classification of an assigned position based on the recommendation from a classification review or job analysis. Reclassification is used when the employee is transitioning with the position and a competitive process is not involved.

Please mark if it is an existing classification or a new classification then mark if the position is vacant or filled. In the section immediately following ("Last Name") please identify the last name of the current incumbent or if vacant, the previous incumbent.

**Position Changes:** This section is only required for "Abolish/Establish," "Reclassification," "Title Change" and potentially "Other" changes. For identification of the specific position use the position control number (PCN) assigned. This number can be found on your salary and benefit report. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Index Rate use "1.103" for all entry-level positions (i.e. Office Assistant) and/or open recruitments and "1.365" for high level classifications and/or promotional recruitments. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

**Budget Assignments:** Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

Once both the CAO and Human Resources have reviewed the form, the requesting department will be notified of the outcome. If the allocation change requires an action by the Board of Supervisors it is the requesting department's responsibility to complete the necessary Staff Reports and/or notify affected employees of the outcome of any actions. A copy of the Staff Report must be provided to the CAO and Human Resources. The requesting department must coordinate these efforts with the Human Resources Department.

**Eligibility Supervisor**  
**Health & Human Services**  
**FY 12-13**

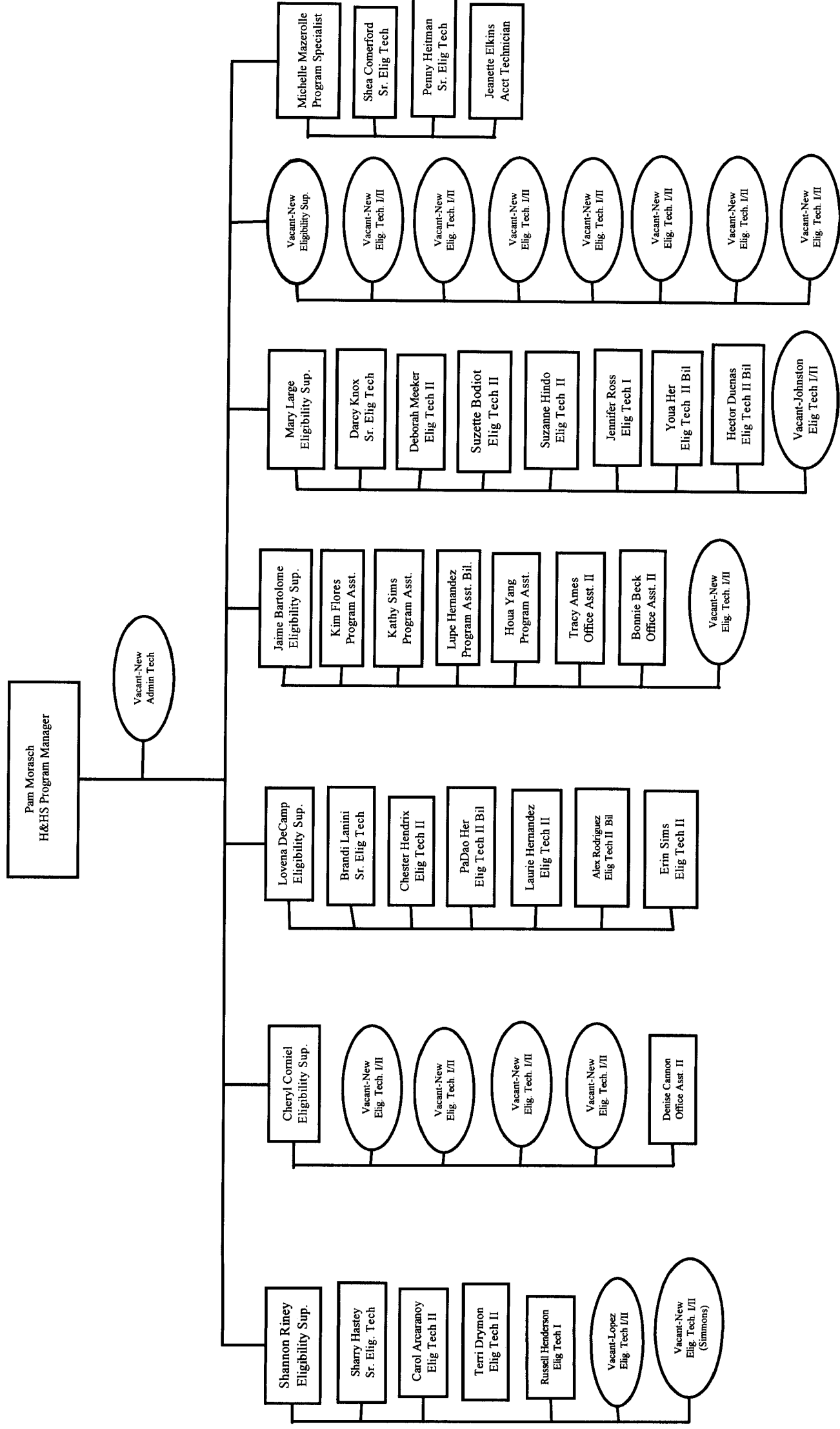
Health and Human Services is requesting to add three (3) Eligibility Supervisor (ES) positions.

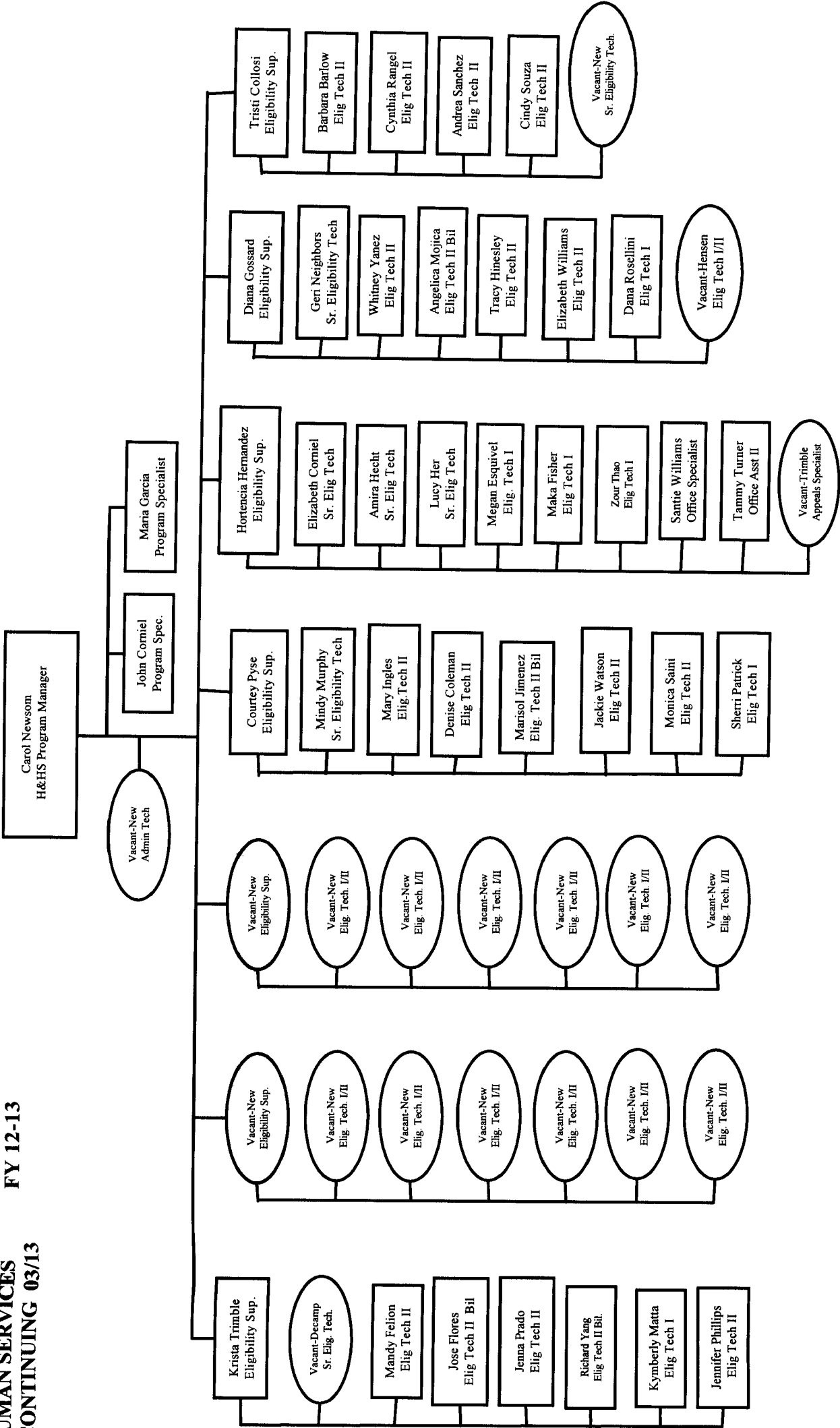
With the impending changes to the Medi-Cal, Path2Health and CMSP programs with Health Care Reform, Yuba County Health and Human Services Department is requesting to implement a customer-service benefits service center model. The centralized services will be deployed to Contact Center agents within Yuba County in support of the Service Center business model for interacting with CalWORKs, CMSP, Medi-Cal, Medi-Cal/CalFresh and CalFresh customers.

This new model will require additional staffing to include Eligibility Technicians, Technicians, Administrative Technicians, and Eligibility Supervisors.

The ES positions will oversee the Eligibility Technicians who function as the Customer Service Center agents. The ES will work directly with the manager to achieve division and department goals. The expectation is that the ES has the knowledge to identify unit processes and procedures that are affected by changes in regulations and policies. The ES has the ability to implement and train staff on changes in regulations and policies in addition to any computer system changes.

This proposal adds three (3) Eligibility Supervisor positions that will provide flexibility in distributing job duties and supervisory responsibilities.







## County of Yuba

## Request for Position Allocation Change

Fiscal Year

12/13

Department: HHSD

Date: 3/14/13

Division: Eligibility

Contact: R. Sharrock

Program:

Phone #: 6834

## Type of Action Requested (check all that apply):

☒ Add Position☐ Abolish/Establish\*☐ Reclassification\*☐ Title Change\*☐ Delete Position☐ Change Budget #☐ Change Fund #☐ Other:\*

Classification Status: Existing Classification

Current Position is: Vacant Last Name:

## Position changes (complete for currently allocated position changes only (marked with \* above):

Current Title:

PCN:

Requested Title: (If applicable)

PCN:

**Requested Position:** Organizational chart must be attached. For new classifications attach a brief summary of expected job duties, and if available the class specification and estimated base salary. *New classifications must be approved through the BOS.*

Title: Eligibility Technician I/li

Allocation Effective Date: 4/1/13

Estimated Hire Date: 4/1/13

Base Salary:

\$2,468

Index Rate:

1.365

Salary:

\$3,368

# of positions:

19

# Months Funded in FY:

3

Position Status:

☒ Hours per week: 40☒ Permanent☐ Limited Term Exp:

## Justification, Background Information and Supporting Documentation (please attach):

# of Attachments: 3

See Attached

## Financial Analysis (include all positions being requested on this form):

## Fiscal Year Expenses:

## Offsetting Reimbursements

Expense Type

Total Amount

Offsetting Funds

Source

Salary

\$191,976.00

\$191,976.00

100% Federal And State Funds

Benefits

\$124,927.00

\$124,927.00

100% Federal And State Funds

Operating Costs

Equipment Costs

Grand Total

\$316,903.00

\$316,903.00

Net Funds Requested \$0.00

## Budget Assignments

Budget Unit #

% of Budget Unit

Fund #

% of General Fund

% of Non Gen Fund

5201

100%

100

0%

100%

## CAO/Human Resources Use Only

CAO:

☒ Approved☐ Denied☐ Return to Dept – Additional Info Requested.

Date:

3/19/13

Initials:

R/S

HR:

☐ Approved☐ Denied☐ Return to Dept – Additional Info Requested.

Date:

Initials:

New Classifications Only:

☐ BOS

Agenda Date/Item #

☐ Approved☐ Denied

**Purpose:** Every department is required to complete this form when making any change to a position allocation.

### **Instruction Sheet & Definitions:**

**Departmental Information:** Include Division or Program (if applicable) and be sure to include the contact person and their phone number.

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**Position Changes:** This section is only required for “Abolish/Establish,” “Reclassification,” “Title Change” and potentially “Other” changes. For identification of the specific position use the position control number (PCN) assigned. This number can be found on your salary and benefit report. If you do not have this number please leave the field blank.

**Requested Position:** Complete all requested information, including the allocation effective date and estimated hire date. For Index Rate use “1.103” for all entry-level positions (i.e. Office Assistant) and/or open recruitments and “1.365” for high level classifications and/or promotional recruitments. A Departmental Organization Chart must be attached to every form. Please note the type of position. For new classifications: You must attach a brief description of job duties, and if available, the class specification and estimated base salary.

**Justification & Background:** This section must be completed in detail; attach additional sheets if necessary and cite the number of sheets attached.

**Financial Analysis:** Provide first year expenses and offsetting reimbursements, if applicable. These fields are required and if they are omitted the form will be returned to the department. The financial analysis must reflect the total expenses for all positions requested. If you are requesting three positions on this form, the financial analysis must reflect the sum of expenses for ALL of the positions.

**Budget Assignments:** Complete all fields.

Submit the completed form, an organizational chart, and any applicable attachments to the CAO. The CAO may require a meeting with the requesting department.

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**Eligibility Technician**  
**Health & Human Services**  
**FY 12-13**

Health and Human Services is requesting to add nineteen Eligibility Technician (ET) positions.

With the impending changes to the Medi-Cal, Path2Health and CMSP programs with Health Care Reform, Yuba County Health and Human Services Department is requesting to implement a customer-service benefits service center model. The centralized services will be deployed to Contact Center agents within Yuba County in support of the Service Center business model for interacting with CalWORKs, CMSP, Medi-Cal, Medi-Cal/CalFresh and CalFresh customers.

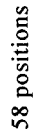
This new model will require additional staffing to include Eligibility Technicians, Administrative Technicians, and Eligibility Supervisors.

The Eligibility Technician position has broader responsibilities within the division and works more with the technical aspects of the programs to achieve division and department goals. The expectations is that with the coming changes to the California Eligibility system with Health Care Reform, that the Department will need more technical staff to handle eligibility functions, questions, and better serve the clients.

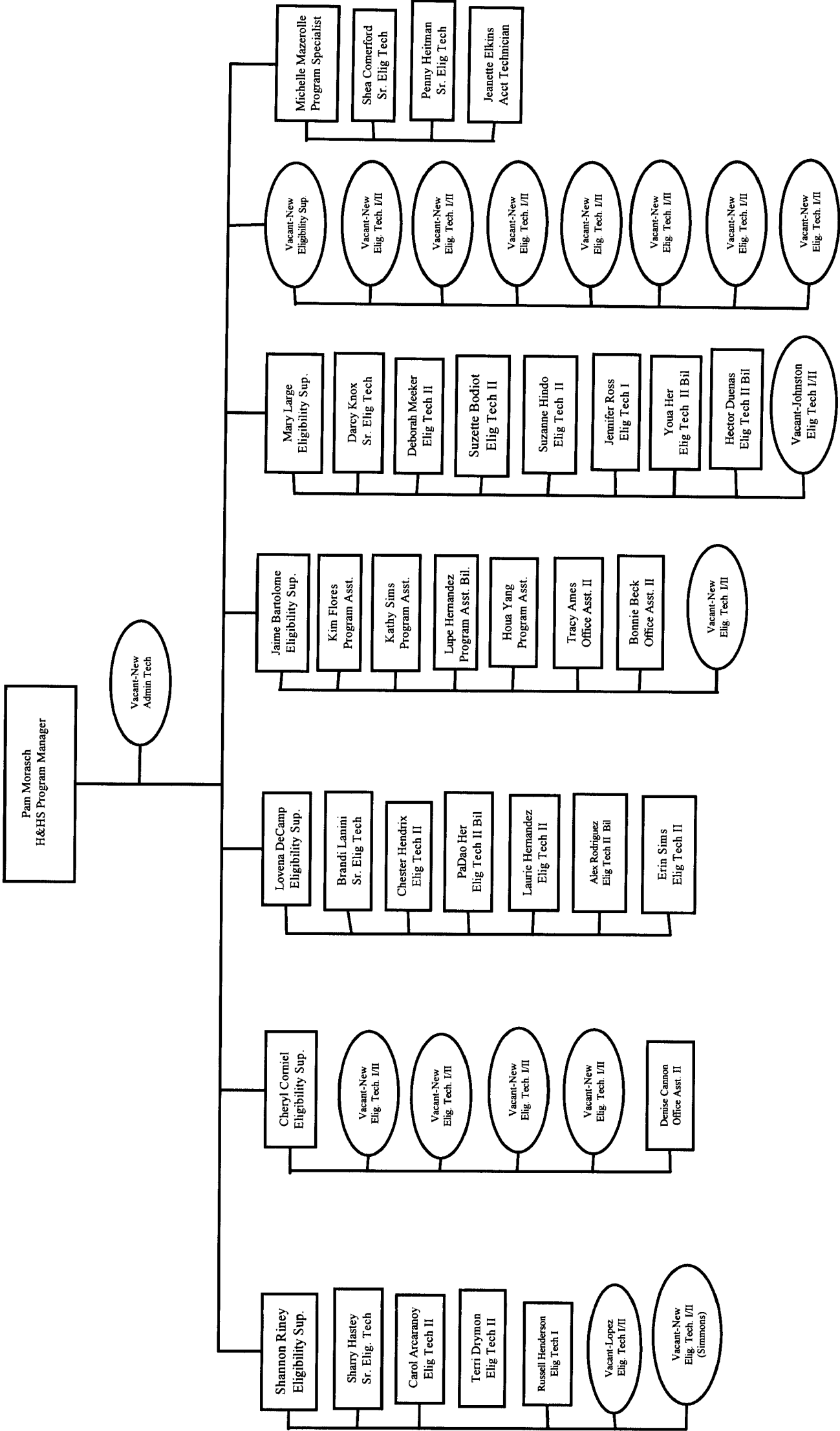
This proposal adds nineteen Eligibility Technician positions that will provide the day-to-day functions of the Customer Service Center agents.

**FY 12-13**

**Carol Newsom**  
**H&HS Program Manager**







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Public Facilities Committee





## **Administrative Services Memorandum**

**To:** Public Facilities Committee  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services  
**Date:** March 26, 2013  
**Re:** County Copier Program

---

### **Recommendation**

Consider approval of the master lease agreement with Advanced Documents, and further, approve the attached resolution authorizing the Purchasing Agent to execute all subsequent agreements and related documentation for a renewed digital imaging (copier) program for all County agencies.

### **Background**

The County's overall agreement for digital imaging systems (copiers) is expiring. Administrative Services conducted a survey of our existing equipment and the current users across the County. We identified many of the units are significantly under their anticipated duty cycles, and thus have a great deal of 'life' left in them. We have also identified most users are satisfied with their current equipment. There were a couple exceptions, and those were identified and the changes are included in this program as designed.

### **Discussion**

As a result of the surveys, it was identified we can extend the current leases on the existing equipment and reduce the County's overall cost for our copier 'architecture.'

Administrative Services has worked with our current vendor to negotiate new pricing on retaining most of our existing copier assets and to include new equipment where machines were nearer to the end of their life, or where users had unmet needs.

The agreement we are presenting today includes a mix of existing and new equipment, but represents a monthly lease reduction of \$2690; or \$96,840 over the course of the three year term.

## **Fiscal Impact**

Copier costs are charged back to the respective departments. Some equipment is shared across departments and individual use is tracked on each machine. Our former monthly cost for leases and maintenance was \$7702 and our new rate will be \$5012 per month.

These costs include leasing, equipment maintenance, and basic supplies (toner, staples, etc.)

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

**RESOLUTION APPROVING THE MASTER )  
LEASE AGREEMENT WITH ADVANCED )  
DOCUMENTS AND, FURTHER, )  
AUTHORIZING THE PURCHASING AGENT )  
TO EXECUTE ALL SUBSEQUENT )  
AGREEMENTS AND RELATED )  
DOCUMENTATION FOR A RENEWED )  
DIGITAL IMAGING (COPIER) PROGRAM )  
FOR ALL COUNTY AGENCIES )**

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

**WHEREAS**, the County of Yuba needs digital imaging /copier systems to conduct its daily business; and

**WHEREAS**, the County competitively bid the current set of copier systems three years ago; and

**WHEREAS**, most of the equipment currently in place across the County has significant 'residual life' and has the capacity to continue in operation without impacting service levels; and

**WHEREAS**, by retaining and extending the life of the current equipment under a new lease agreement, the County can reduce the operational cost of its copier fleet; and

**WHEREAS**, under this new agreement those departments that are near or have exceeded the anticipated useful life of their equipment will receive new equipment;

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby approves the attached Master Lease Agreement between the County of Yuba and Advanced Document Concepts to retain and/or replace copier/imaging equipment; and further authorizes the Purchasing Agent to execute all subsequent documents and agreements pursuant to this Master Agreement upon approval by County Counsel of said documents.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

AYES:

NOES:

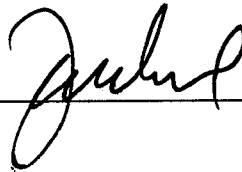
ABSENT:

ABSTAIN:

\_\_\_\_\_  
ANDY VASQUEZ, CHAIRMAN

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

  
\_\_\_\_\_





EQUIPMENT FINANCE

## CALIFORNIA JUDICIAL REFERENCE AGREEMENT

AGREEMENT #

This California Judicial Reference Agreement ("Agreement") is entered into in connection with any existing financing ("Financing") provided by ("Lessor/Secured Party") to County of Yuba ("Customer") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, guaranties, and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "Financing Documents."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "Parties") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a Party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any of Dispute.
7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of \_\_\_\_\_, 20\_\_.

County of Yuba

\_\_\_\_\_  
Lessor/Secured Party

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

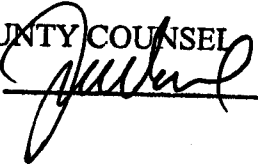
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Signature

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Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

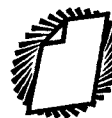


EQUIPMENT FINANCE

APPLICATION NO.

AGREEMENT NO.

Supplier:

**ADVANCED  
Document**  
CONCEPTS For Business702 Nord Avenue  
Chico, CA 95926  
Phone: 530.893.8711  
Fax: 530.893.9027**Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

**CUSTOMER INFORMATION**

FULL LEGAL NAME			STREET ADDRESS	
County of Yuba			915 8th Street	
CITY	STATE	ZIP	PHONE	FAX
Marysville	Ca.	95901	(530) 749-7880	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.
2 ea. Kyocera KM-2050 Digital Imaging Systems	See Schedule A
5 ea. Kyocera KM-2560 Digital Imaging Systems	See Schedule A
6 ea. Kyocera KM-3050 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-3060 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-4050 Digital Imaging Systems	See Schedule A
4 ea. Kyocera KM-5050 Digital Imaging Systems	See Schedule A
1 ea. Kyocera KM-8030 Digital Imaging System	See Schedule A
2 ea. Kyocera TASKalfa 3500i Digital Imaging Systems	See Schedule A
6 ea. Kyocera TASKalfa 4500i Digital Imaging Systems	See Schedule A
2 ea. Kyocera TASKalfa 5500i Digital Imaging Systems	See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☒ See the attached Schedule A**TERM AND PAYMENT SCHEDULE**Term in 36 Months 36 Payments\* of \$ 3,651.00 \*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

**END OF LEASE OPTIONS**

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials  
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance

LESSOR SIGNATURE TITLE DATED

**CUSTOMER ACCEPTANCE**

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

County of Yuba

X

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

94-6000731

FEDERAL TAX I.D. #

PRINT NAME

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

County of Yuba

X

**1. AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for month-to-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

**2. RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

**5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

**7. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

**8. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

**9. WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

**10. LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**

Advanced Document Copiers			As of 01/13/12														
DEPARTMENT		MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010	Savings or (Increase)					
1	Sheriff/Beckie	KM-1510	1518		758	N/A	6/12/2003	Purchase	1,495.00	N/A	N/A	INA					
2	Ag Commission	No Machine at this time				N/A				N/A		INA					
3	Animal Control	KM-2050	1380	3964	J3126757	10/15/2015	10/15/2012	36	35.00	0.00625	1,800 pages	\$42.25					
4	Juvenile Hall	KM-2050	1379	3979	J3127739	10/15/2015	10/15/2012	36	35.00	0.00625	2,000 pages	\$41.50					
5	Child Support Sys.	KM-2560	1682		QAS8903281	10/15/2015	10/15/2012	36	45.00	0.00625	1,500 pages	\$68.00					
6	Health/Human Sys.	KM-2560	1635	4220	QAS8702522	10/15/2015	10/15/2012	36	45.00	0.00625	5,500 pages	\$74.00					
7	Health/Human Sys.	KM-2560	1638	4220	QAS8702633	10/15/2015	10/15/2012	36	45.00	0.00625	2,500 pages	\$74.00					
8	Health/Human Sys.	KM-2560	1639	4220	QAS8702502	10/15/2015	10/15/2012	36	45.00	0.00625	2,600 pages	\$74.00					
9	Health/Human Sys.	KM-2560	1637	4221	QAS8702628	10/15/2015	10/15/2012	36	45.00	0.00625	3,200 pages	\$74.00					
10	Health/Human Sys.	KM-3050	1361	3966	PPH7Y10519	10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	\$64.65					
11	Health/Human Sys.	KM-3050	1365	3967	PPH7Y10524	10/15/2015	10/15/2012	36	50.00	0.00625	1,700 pages	\$74.23					
12	Health/Human Sys.	KM-3050	1358	3968	PPH7Y10502	10/15/2015	10/15/2012	36	50.00	0.00625	4,600 pages	\$72.93					
13	Health/Human Sys.	KM-3050	1370	3969	PPH7Y10480	10/15/2015	10/15/2012	36	50.00	0.00625	5,000 pages	\$72.75					
14	Health/Human Sys.	KM-3050	1366	3970	PPH7Y10525	10/15/2015	10/15/2012	36	50.00	0.00625	2,000 pages	\$74.10					
15	Sheriff/Adm Hall	KM-3050				10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	(\$46.25)					
16	Personnel	TA-3050ci				9/15/2015	9/15/2012	36	238.00	0.00625	9,100 pages	\$0.00					
17	*Sheriff/Jail Medical	FS-3640				1/15/2015	1/15/2012	36	69.00	0.01000	7,000 pages	INA					
18	* Sheriff's Department	TA-4500i	2366	4896	N431X02272	N/A	1/15/2012	Purchase	N/A	0.00625	1,000 pages						
DEPARTMENT		MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010						
19	* Admin Sys. Ste 119	TA-3050ci	2381	4912	NEP1X03171	1/15/2015	1/15/2012	36	238.00	0.00625	1400 pages	(\$69.00)					
20	Air Quality(FRAQMD)	TA-3500i				10/15/2015	10/15/2012	36	166.00	0.00625	5600 pages	(\$35.00)					
21	*Environmental Health	FS-C2626	2302	4837	NMM1700668	9/30/2014	9/30/2011	36	70.00	.015/.07	3,000 pages	\$81.00					
23	Health/Human Sys.	KM-3060	1641	4220	QAV88033501	10/15/2015	10/15/2012	36	50.00	0.00625	1,800 pages	\$81.00					
24	CD5A Finance & Admin	KM-3060	1643	4221	QAV88033503	10/15/2015	10/15/2012	36	50.00	0.00625	3,000 pages	\$81.00					
25	Health/Human Sys.	TA-3500i				10/15/2015	10/15/2012	36	166.00	0.00625	7,100 pages	(\$35.00)					
26	Health/Human Sys.	KM-3060	1646	4221	QAV88033562	10/15/2015	10/15/2012	36	50.00	0.00625	2,500 pages	\$81.00					
27	Victim Witness	KM-3060	1647	4222	QAV8903499	10/15/2015	10/15/2012	36	50.00	0.00625	650 pages	\$81.00					
28	Victim Witness	KM-4030	4012	2808	3209			Purchased	N/A	0.00750	N/A	\$0.00					
29	Health/Human Sys.	KM-4050	1382	3971	PPJ7904642	10/15/2015	10/15/2012	36	65.00	0.00625	5,800 pages	\$112.39					
30	Health/Human Sys.	KM-4050	1378	3972	PPJ7904627	10/15/2015	10/15/2012	36	65.00	0.00625	5,300 pages	\$112.61					
31	Health/Human Sys.	KM-4050	1381	3973	PPJ7904636	10/15/2015	10/15/2012	36	65.00	0.00625	3,900 pages	\$113.24					
32	Health/Human Sys.	KM-4050	1377	3974	PPJ7904619	10/15/2015	10/15/2012	36	65.00	0.00625	2,700 pages	\$113.78					
33	First Five/Prop 1d	KM-5050	1668	4229	PPK8812985	10/15/2015	10/15/2012	36	75.00	0.00625	5,100 pages	\$152.70					

34	Admin Sys./Rm 106	KM-5050	1393	3963	PKCY08531	10/15/2015	10/15/2012	36	75.00	0.00625	5,000 pages	\$142.75
35	Jail Booking	KM-5050	5055	3620	K6900767	10/15/2015	10/15/2012	36	75.00	0.00625	4600 pages	\$147.93
36	Probation #2	KM-5050	1511	4127	PKB310624	10/15/2015	10/15/2012	36	75.00	0.00625	5,700 pages	\$133.73
37	Sheriff/Dispatch	TA-5500i				9/15/2015	9/15/2012	36	234.00	0.00625	17,000 pages	\$0.00
38	Health/Human Svs.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,300 pages	\$2.26
39	Health/Human Svs.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,000 pages	\$2.40
40	Health/Human Svs.	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	10,500 pages	\$1.27
41	Clerk/Recorder	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	9,200 pages	\$1.86
42	Planning	Merged with Building										
43	Probation #1	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	8,600 pages	\$2.13
44	Public Works	TA-4500i				10/15/2015	10/15/2012	36	214.00	0.00625	6,900 pages	\$192.89
45	*Building Inspection	TA-4500i	2382	4915	NH31Z02410	1/15/2015	1/15/2012	36	220.00	0.00625		INA
46	*IT Department	FS-3640	2361	4913	NNEI701508	1/15/2015	1/15/2012	36	74.00	0.01		INA
47	*Auditor/Controller	FS-3640	2407	4932	NNEI801836	1/15/2015	1/15/2012	36	74.00	0.01		INA
DEPARTMENT	MODEL	MACHINE #	Contract #	Serial #	Contract Maturity	Contract Sign Date	Term (Months)	Lease Amount	Maint	Monthly Average Usage for 2010		
49 Child Support Svs.	TA-5500i				10/15/2015	10/15/2012	36	270.00	0.00625	19,000 pages	(\$35.55)	
50 Child Support Svs.	TA-5500i				10/15/2015	10/15/2012	36	270.00	0.00625	10,500 pages	(\$160.75)	
51 District Attorney	KM-8030	1294	384	H3001971	10/15/2015	10/15/2012	36	140.00	0.00625	12,900 pages	\$258.22	
52 PrintShop - Color	CX-3641			AFB2019562A0	1/12/2015	10/15/2012	60	0.00	0.010/0700	N/A		
53 *Housing	FS-C2626	2330	4850	NNMM1700699	9/30/2014	9/30/2011	35	70.00	.018/.07	1800 b/w & 50 color		
54 Sheriff's Department	KM-3035	K3045289	3178	K3045289	N/A		N/A	Purchase	0.0075			
55 Public Guardian	FS-1135MFP	2453		NR41Z06319	N/A	4/24/2012	N/A	Purchase	0.01500			
56 Library	TA-3050ci	2465		NZP2305105	N/A	5/22/2012	N/A	Purchase	0.00625			
57 County Counsel	FS-3640MFP	2623		NNE2707370	11/15/2015	11/15/2012	36	74.00	0.01000			
						Current Lease Payment						
						New Lease Payment						
						Monthly Savings						
						Three Year Savings						



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

## PROPOSAL

### Prepared For

Yuba County  
915 8<sup>th</sup> Street  
Marysville, Ca. 95901

February 13, 2013


1 ea. County Wide Digital Imaging Systems Program.....\$5,012.00 per month, plus tax

- 60 Month Lease
- 0 Down
- FMV Buyout
- Maintenance Program guaranteed at current rates for 3 years

### Cost Analysis

\* Current County Wide Lease Payment.....\$7,702.00 per month  
\* Proposed County Wide Lease Payment.....\$5,012.00 per month

**Monthly Savings.....\$2,690.00**  
**Yearly Savings.....\$32,280.00**  
**Three Year Savings.....\$96,840.00**

  
Michael Fogleman  
Sales Representative  
**Proposal Accepted:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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## YUBA COUNTY REDEVELOPMENT AGENCY OVERSIGHT BOARD

FEBRUARY 26, 2013 - MINUTES

The Board met on the above date, commencing at 3:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Violette Begley, Robert Bendorf, Jim Carpenter, and Scotia Holmes Sanchez. Directors Mary Jane Griego and Brent Hastey were absent. Also present were Auditor-Controller Rich Eberle, Community Development and Services Director Kevin Mallen, County Counsel Angil Morris-Jones and Clerk of the Board of Supervisors Donna Stottlemeyer. Vice Chair Begley presided.

A. ROLL CALL: Directors: Violette Begley, Robert Bendorf, Jim Carpenter, Mary Jane Griego, Brent Hastey, Scotia Holmes Sanchez – Director Griego and Hastey absent.

B. CONSENT: Matters are routine and can be enacted in one motion.

MOTION: Move to approve Consent Agenda

MOVED: Robert Bendorf SECOND: Jim Carpenter

YES: Violette Begley, Robert Bendorf, Jim Carpenter, Scotia Holmes Sanchez

NOES: None ABSTAIN: None ABSENT: Mary Jane Griego, Brent Hastey

1. Approve minutes of January 22, 2012. Approved.

C. ACTION ITEMS

1. Approve Summary of Recognized Obligation Payment Schedule for July 1 through December 31, 2013 and authorize Chair to execute. Community Development and Services Director Kevin Mallen briefly recapped the schedule due March 1 and responded to inquiries.

MOTION: Move to approve

MOVED: Jim Carpenter SECOND: Scotia Holmes Sanchez

YES: Violette Begley, Robert Bendorf, Jim Carpenter, Scotia Holmes Sanchez

NOES: None ABSTAIN: None ABSENT: Mary Jane Griego, Brent Hastey

D. PUBLIC COMMENT: None

E. BOARD AND STAFF REPORTS

1. Moderate Income Housing Fund Disbursements. Received

2. Other Reports: None

F. ADJOURN: 3:43 p.m. by Vice Chair Begley.

ATTEST: Clerk of the Board Donna Stottlemeyer

Chair

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**CONFLICT OF INTEREST CODE FOR**

**YUBA COUNTY REDEVELOPMENT SUCCESSOR AGENCY**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code. The regulation can be incorporated by reference and may be amended by the Fair Political Practices Commission, after public notice and hearings, to conform to amendments to the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Appendices in which officers, employees and consultants are designated and disclosure categories are set forth, constitute the conflict of interest code of the Yuba County Redevelopment Successor Agency.

Recognizing that different positions have different levels of power and responsibility, this Conflict of Interest Code establishes categories of disclosure to which positions are assigned based on the scope of their decision making authority. Positions with no significant decision making responsibility are classified as exempt and are not required to file statements under this Code.

The job titles of the officers, employees, and consultants of this governmental

entity and the categories to which they are assigned are set forth in **Appendix A** attached hereto and incorporated herein by reference. The specific disclosure and reporting requirements of each category are set forth in **Appendix B** attached hereto and incorporated herein by reference.

Consultants are also subject to the disclosure requirements of this conflict of interest code if they are in a position to make decisions or influence decisions that could have an effect on their financial interest.

Designated employees shall file statements of economic interest with the Yuba County Clerk before April first of each year. The Yuba County Clerk shall make the statements available for public inspection and reproduction when appropriate pursuant to Government Code section 81008.

In any event, all County officers, employees and agents are disqualified and shall not make, participate in making or in any way attempt to use his or her official position to influence the making of any governmental decisions which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, upon such officer, employee or agent, or a member of his or her immediate family.

A copy of the California Code of Regulations shall be available for review at the Yuba County Library.

# APPENDIX

## Index

### Appendix A:

### Assigned Disclosure Categories

Auditor-Controller .....	1
Board of Directors .....	1
County Counsel .....	1
County Administrator .....	1

### Appendix B: DISCLOSURE CATEGORIES

#### Disclosure Category

- |    |   |
|----|---|
| 1  | All investments and business positions in business entities, sources of income and interests in real property within the County of Yuba and within two miles of the exterior boundaries of Yuba County.     |
| 2  | Investments and business positions in business entities, and all sources of income.   |
| 3  | Interests in real property.   |
| 4  | Investments and business positions in, and income (including gifts or loans) from business entities or individuals who are subject to regulation, inspection or licensing by the County of Yuba.            |
| 5  | Investments and business positions in business entities, and sources of income from entities providing supplies, services, equipment or machinery of the type used in the designated employee's department. |
| 6  | Investments and business positions in, and income from entities which are vendors, book outlets, or providers of business services.   |
| 7  | Investments and business positions in business entities and income from sources engaged in construction, building, or material supply.  |
| 8  | Investments and business positions in business entities and income from sources engaged in construction, land development, or the acquisition or sale of real property.                                     |
| 9  | Investments and business positions in, and income from sources engaged in, the construction of public works projects.   |
| 10 | Investments and business positions in business entities and income from business entities of the type providing bids, supplies, vehicles and equipment.   |

- 11 Investments and business positions in business entities which provide training, services, or facilities of the type utilized by the County.
- 12 Investments and business positions in business entities and sources of income which provide services and supplies of the type used in emergency services coordination and training activities.
- 13 Investments and business positions in, and income from, union pension funds that may be affected by the outcome of negotiations involving monetary settlements and employer-employee memorandums.
- 14 Investments and business positions in, and income from entities providing medical, health, mental, or social services or facilities for such purposes of the type used or provided by the County.
- 15 Investments and business positions in, and income from, business entities supplying or manufacturing electronic equipment, supplies or services of the type utilized by the County.
- 16 Investments and business positions in, and income from business entities providing supplies, services, equipment or machinery of the type used by the County.
- 17 Investments and business positions in, and income from employment agencies or entities which provide employment or pre-employment services. Services include, but are not limited to, testing, training, consulting, job classification studies and salary surveys.
- 18 Investments and positions in, and income from, business entities which are of the type to provide any of the various types of employee insurance coverage and/or actuarial services.
- 19 The County Administrator shall determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The County Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.
- 20 All investments and positions in business entities within Yuba County held during the previous two years which have done business with an entity currently under civil investigation by the Grand Jury; and income from individuals who are employees of the county and/or entities under investigation; and all interests in real property.