

# 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.

**JUNE 4, 2013**

- 1:00 P.M. YUBA COUNTY WATER AGENCY CANCELLED**
- 5:45 P.M. HUMAN SERVICES COMMITTEE - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)**
- A. Consider resolution authorizing the Chair to accept funds on behalf of the Health and Human Services Department, from the State of California Department of Social Services Transitional Housing Placement-Plus commencing State Fiscal Year 2013/2014 - Health and Human Services (Ten minute estimate) (214-13)
- B. Consider resolution authorizing Health and Human Services to enter into agreement with State of California for Multipurpose Senior Services Program for the term of July 1, 2013 through June 30, 2014 - Health and Human Services (Ten minute estimate) (215-13)
- 6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Stocker
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
- A. Auditor-Controller
1. Adopt resolution to determine the appropriations for Special Districts under the County. (216-13)
- B. Board of Supervisors
1. Approve amendment to employment agreement and contract term for County Administrator Robert Bendorf and authorize Chair to execute. (217-13)
2. Appoint Dr. Michael G. Kinnison Interim Public Health Officer effective June 8, 2013. (230-13)
- C. Clerk of the Board of Supervisors
1. Approve minutes of the regular meetings of May 14 and 21, 2013. (218-13)
- D. Community Development and Services
1. Receive Notice of Final Map under review and pending approval by County Surveyor identified as Tract Map No. 2007-0009, Montrose at Edgewater Unit 3 for Woodside 05N, LP, APN 019-650-004. (219-13)
2. Award contract to Drake Haglan and Associates for Waldo Road Bridge Replacement project and authorize Chair to execute. (220-13)
3. Approve Amendment No. 1 with Dokken Engineering for Feather River Boulevard/State Route 70 Interchange project and authorize Chair to execute. (221-13)
4. Approve contract change order in the amount of \$36,317.35, for the Rupert Avenue widening project and authorize Public Works Director to execute. (222-13)

5. Approve membership and joint powers agreements with National Joint Powers Alliance for procurement of various goods and services and authorize Chair to execute. (223-13)

E. County Administrator

1. Authorize Budget Transfer in the amount of \$650 from Account No. 101-1702-411-29-00 (Travel) to Account No. 101-1702-411-28-00 (Special Department Expense) for 2013/2014 annual fee for Loopnet search engine. (224-13)

F. Probation

1. Adopt resolution authorizing application and entering into agreements with the California Emergency Management Agency and First Five Yuba for grants relating to the delivery of victim and program services and authorizing Chief Probation Officer to execute any and all documents necessary. (225-13)

G. Sheriff-Coroner

1. Approve agreement with U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana and authorize Chair to execute. (226-13)

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

V. **COUNTY DEPARTMENTS**

A. County Administrator

1. Approve agreement with the City of Wheatland for repayment of Property Tax Administration fees and authorize Chair to execute. (Ten minute estimate) (227-13)

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

- A. Public Hearing - Hold public hearing and adopt resolution increasing the number of members on the Wheatland Cemetery District Board from three to a five members pursuant to Health and Safety Code §9025. (Ten minute estimate) (228-13)

VII. **CORRESPONDENCE** - (229-13)

- A. Letter from Grand Jury County Committee Chairman Don Femling regarding the upkeep, maintenance, and budget allocations of the Yuba County Airport.
- B. Letter from Brophy Farming Community regarding Joshua House Men's Center.

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

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

- A. Potential litigation pursuant to Government Code §54956.9(b) - One Case
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba

X. **ADJOURN**

**06/06/12 - 4:30 P.M. Marysville City/County Liaison Committee**  
City of Marysville  
Covillaud Room  
526 C Street  
Marysville, Ca 95901

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

### **PUBLIC INFORMATION**

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

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

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

**ORDINANCES:** Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

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

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

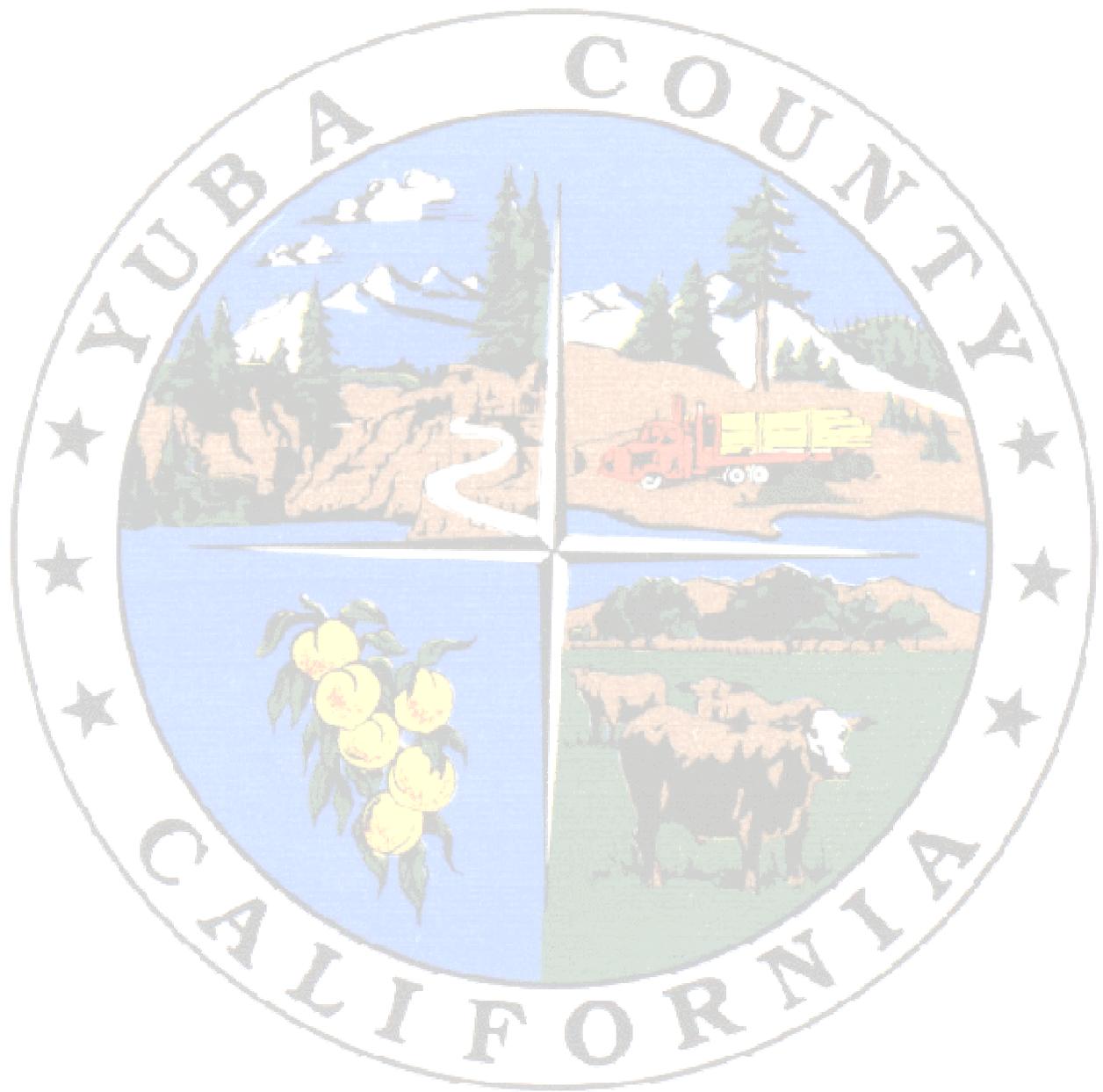
**PUBLIC INFORMATION:** Copies of §6.7 shall be posted along with agendas.

**End**

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Human Services Committee



# The County of Yuba




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## HEALTH & HUMAN SERVICES DEPARTMENT

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**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:** Health and Human Services Committee  
Yuba County Board of Supervisors

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

**DATE:** June 4, 2013

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

**RECOMMENDATION:** Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into agreement with the California Department of Aging for the MSSP grant for the period of July 1, 2013 through June 30, 2014, and further, authorizing the Chair to accept funds and execute documents as required by the grant is recommended.

**BACKGROUND:** Since July 2001, Yuba County has entered into agreement with the California Department of Aging for the MSSP grant. The objective of MSSP is to provide services to eligible frail and elderly Yuba County clients in order to avoid or delay institutional placement of these clients in a nursing facility. This is a renewal of the MSSP grant for the period of 2013 through 2014.

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

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

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

**RESOLUTION AUTHORIZING YUBA )  
COUNTY HEALTH AND HUMAN SERVICES )  
DEPARTMENT TO ENTER INTO )  
AGREEMENT WITH THE STATE OF )  
CALIFORNIA FOR THE MULTIPURPOSE )  
SENIOR SERVICES PROGRAM FOR THE ) Resolution No. \_\_\_\_\_  
TERM OF JULY 1, 2013, THROUGH JUNE 30, )  
2014, AND AUTHORIZE THE CHAIR TO )  
EXECUTE DOCUMENTS AS REQUIRED BY )  
THE AGREEMENT AND ANY PERTINENT )  
DOCUMENTS RELATED TO THIS )  
PROGRAM AND TO AUTHORIZE THE )  
ACCEPTANCE OF FUNDS )  
\_\_\_\_\_ )**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Yuba County Board of Supervisors as follows: Submission of a Standard Agreement (Agreement Number MS-1314-36) to the California Department of Aging for the Multipurpose Senior Services Program grant is hereby authorized.

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

Twenty-Two Thousand, Eight Hundred Twenty Dollars) for the period of July 1, 2013 through June 30, 2014; to execute, upon review and approval of County Counsel, documents as required by the grant contract for the stated period; to authorize and execute the transfer and allocation of funds for the stated period; and further the Chair is granted permission to amend contracts for additional or lesser funding under this grant if the allocation, or a portion thereof, is awarded.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER,  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM

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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>MS-1314-36</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
 California Department of Aging
- CONTRACTOR'S NAME  
 YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
2. The term of this Agreement is: July 1, 2013 Through June 30, 2014
3. The maximum amount of this Agreement is: **\$ 222,820**  
 Two hundred twenty-two thousand eight hundred twenty and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- |   |              |
|---|--------------|
| Exhibit A – Scope of Work   | 10 page(s)   |
| Exhibit B – Budget Detail and Payment Provisions  | 6 page(s)    |
| Exhibit C* – General Terms and Conditions   | GTC 610      |
| Check mark one item below as Exhibit D:   |              |
| <input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) |              |
| <input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions                                 | AGING-MS-413 |
| Exhibit E – Zipcodes  | 1 page(s)    |

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only           <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Chair, Yuba County Board of Supervisors <b>ANGIL P. MORRIS-JONES</b>		
ADDRESS PO. Box 2320 MARYSVILLE CA 95901 <b>COUNTY COUNSEL</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dyanne Macias, Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**  
CDA 1024 (REV 1/07)

**CERTIFICATION**

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

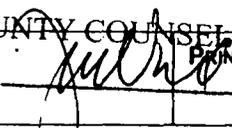
APPROVED AS TO FORM

CONTRACTOR/VENDOR NAME:  
COUNTY of YUBA

ANGIL P. MORRIS-JONES

CONTRACT NUMBER:  
MS-1314-36

AUTHORIZED SIGNATURE:

COUNTY COUNSEL  
BY: 

PRINTED NAME AND TITLE OF PERSON SIGNING:  
Chair, Yuba County Board of Supervisors

**In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:**

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov), within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

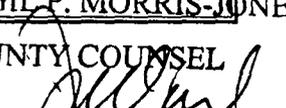
- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies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

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i>		
Yuba County Health and Human Services Department		94-6000549
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Chair, Yuba County Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	YUBA	

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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.

Exhibit A – Scope of Work

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1314-36 in accordance with this Agreement. The number of client months under this Agreement is 780.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Name: Mary Sibbett	Name: Erma Thurman, Fiscal Supervisor
Phone (916) 419-7551	Phone: (530) 749-6371
Fax: (916) 928-2508	Fax: (530) 749-6244

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit:
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: PO. Box 2320 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6356
Fax: (916) 928-2500	Fax: (530) 749-6244
Email: don.fingado@aging.ca.gov	Email: ethurman@co.yuba.ca.us



**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

**ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW**

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

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

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

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Xerox State Health Care, LLS (Xerox).

**ARTICLE III. MSSP PROGRAM OPERATIONS**

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

**A. Care Management Team**

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

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

paragraph 2 in Exhibit D, which is attached and hereby incorporated by reference, and assure that appropriate services are provided to the client. This team shall work with the client throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

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

B. Care Plan

1. The Contractor's care management team shall conduct the client assessments and work with the client, family, and others to develop a care plan covering the full range of required social and health services. The care management team shall continue to work with the client to assure that she/he is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. The Contractor shall pay allowable claims from authorized subcontractors/vendors of waiver services rendered to clients in conformance with an authorized care plan.

C. Services

1. The Contractor's care management team shall first explore informal support available to the client through family, friends, the volunteer community, and use of available publicly funded services. If the avenues for alternative resources prove insufficient, the care management team may purchase services as authorized under the Waiver with the required documentation. Descriptions of Waiver Services are contained in Exhibit D, Definition of Services Provided Under Waiver, which is attached and hereby incorporated by reference.
2. The Contractor shall maintain written subcontractor/vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:
  - a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
  - b. Housing Assistance
  - c. Supplemental Personal Care Services
  - d. Care Management

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

D. Case Files

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

1. Application Form
2. MSSP Authorization for Use and Disclosure of Protected Health Information Form
3. Client Enrollment/Termination Information Form
4. Certification/Recertification Form (LOC)
5. Initial health and psychosocial assessments and reassessments and most recent reassessment
6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS)
7. Client monthly progress notes and other client-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Forms
10. Fair Hearing documentation

E. Management Information Systems (MIS)

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

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

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

- a. Client name, MSSP client number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
  - b. Tracking of waiver services and costs
  - c. Enrollment and termination dates
  - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time
  4. Generate reports as required by the State
  5. Submit to CDA by the 5<sup>th</sup> of the month, the end-of-month client count for the preceding month. The end-of-month client count consists of the number of clients actively enrolled in MSSP on the last (business) day of the reporting month. This does not include client cases closed (or terminated) during the reporting month. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
  6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15<sup>th</sup> calendar day of the following month (105 days from the end of the month of services)
  7. Submit (Waiver) service claims to the DHCS Medi-Cal Fiscal Intermediary, Xerox, per instructions stated in the Medi-Cal Provider Manual

**F. Caseloads**

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

1. "Active client count" is the total number of clients served during each month. This will be the number of clients as of the first of the month, plus the number enrolled during the month
2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

G. Bilingual and Linguistic Program Services

1. Needs Assessment

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

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

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

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
- (1) Methodologies used
  - (2) The linguistic and cultural needs of non-English or LEP groups
  - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (22 CCR 98310, 98313).

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - (1) Interpreters or bilingual providers and provider staff
  - (2) Contracts with interpreter services
  - (3) Use of telephone interpreter lines
  - (4) Sharing of language assistance materials and services with other providers
  - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - (6) Referral to culturally and linguistically appropriate community service programs
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits (22 CCR 98211).
- d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement (22 CCR 98310).
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR 98324).
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)

3. Compliance Monitoring

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients.  
(22 CCR 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services.  
(22 CCR 98310)

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)
  4. Notice to Eligible Beneficiaries of Contracted Services
    - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
    - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326)
    - c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)
- H. Emergency Preparedness
  1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
  2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.
  3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors/vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
  4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
    - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. Techniques to obtain vital information from older individuals who require emergency assistance
    - c. Written emergency procedures for all staff that have contact with older individuals
  5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
  6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.
- I. Other Provisions
  1. A client ceases to be a "client" and the Contractor is relieved of all obligations to provide and arrange for services to him/her under this Agreement when the client has been given ten (10) days prior notice of termination, where appropriate, and when the client has exhausted his/her appeal rights.
  2. The Contractor shall administer a subcontractor/vendor appeal and adjudication process. This process shall assure fair consideration and disposition of subcontractor/vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's subcontractor/vendor appeal and adjudication process must be included in all subcontractor/vendor contracts.
  3. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that client inquiries and requests for service(s) receive prompt response.
  4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
  5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontractor/vendor agreements.
  6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
  7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE I. INVOICING AND PAYMENT

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

D. Advance Payments

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

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request
- 3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
- 4. Repayment of advances will be recovered from claims submitted to the DHCS fiscal intermediary, Xerox, after January 1<sup>st</sup> of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. If the Contractor has insufficient client enrollment to permit repayment of the advance for that year through claims submitted to the DHCS fiscal intermediary, the Contractor may at any time be required to repay to DHCS all or any part of the funds

Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program 2013-14

ARTICLE I. INVOICING AND PAYMENT (Continued)

advanced hereunder to ensure that the unliquidated balance of the advance payment is repaid

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

In State:

- Mileage-  
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) --  
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

Out of State:

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

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

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

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

ARTICLE II. FUNDS (Continued)

5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
  
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.
  
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
  
- D. Interest Earned
  1. The Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
  2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
    - a. The recipients receive less than \$120,000 in federal awards per year.
    - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
    - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

ARTICLE III. BUDGET AND BUDGET REVISION

- A. Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

B. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
    - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A
    - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
  2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contract. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the amount is greater than 5 percent. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer funds out of the waiver service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the

ARTICLE IV. DEFAULT PROVISIONS (Continued)

unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

1. Termination or suspension of this Agreement
2. A finding by the State that the Contractor:
  - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
  - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
  - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
  - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
5. The commission of an act of bankruptcy.



Agency Name	Yuba County Health and Human Services Department		Site Number	35	Yuba Submitted to CDA/TA/CP	26-Feb-13
Fiscal Year 2013-2014						
<b>A. Care Management</b>						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Knox	\$52,762	0.000%	0.820	\$43,265
2	PHN	Besek	\$75,268	0.000%	0.800	\$57,833
3			\$0	0.000%	0.000	\$0
4			\$0	0.000%	0.000	\$0
5			\$0	0.000%	0.000	\$0
6			\$0	0.000%	0.000	\$0
7			\$0	0.000%	0.000	\$0
8			\$0	0.000%	0.000	\$0
9			\$0	0.000%	0.000	\$0
10			\$0	0.000%	0.000	\$0
11			\$0	0.000%	0.000	\$0
12			\$0	0.000%	0.000	\$0
13			\$0	0.000%	0.000	\$0
14			\$0	0.000%	0.000	\$0
15			\$0	0.000%	0.000	\$0
16			\$0	0.000%	0.000	\$0
17			\$0	0.000%	0.000	\$0
18			\$0	0.000%	0.000	\$0
19			\$0	0.000%	0.000	\$0
20			\$0	0.000%	0.000	\$0
21			\$0	0.000%	0.000	\$0
22			\$0	0.000%	0.000	\$0
23			\$0	0.000%	0.000	\$0
24			\$0	0.000%	0.000	\$0
25			\$0	0.000%	0.000	\$0
26	Subtotal Care Management Salaries					\$80,888
27	Care Management Benefits					\$21,322
28	Total Care Management (CM) FTE 1.32					
29	Total Care Management					\$102,210
					48%	\$102,220
<b>B. Care Management Support/Administration</b>						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Administrator	Baker	\$112,866	0.000%	0.060	\$5,834
31	SCM	McCleary	\$77,331	0.000%	0.100	\$7,733
32	Clerical Support	Palermo	\$35,563	0.000%	0.235	\$8,362
33			\$0	0.000%	0.000	\$0
34			\$0	0.000%	0.000	\$0
35			\$0	0.000%	0.000	\$0
36			\$0	0.000%	0.000	\$0
37			\$0	0.000%	0.000	\$0
38			\$0	0.000%	0.000	\$0
39			\$0	0.000%	0.000	\$0
40			\$0	0.000%	0.000	\$0
41			\$0	0.000%	0.000	\$0
42	Subtotal CMS/Administration Salaries					\$21,729
43	CMS/Administration Benefits					\$9,306
44	Total CMS/Administration FTE 0.385					
45	Total CMS/Administration Salaries					\$31,035
<b>Operating Costs</b>						
46	Communications, Postage, Reprographics					\$1,585
47	Consultation, Professional Services					\$733
48	Equipment Cost equal to or greater than \$500 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$3,823
50	Facility, Rent & Operations		\$2.28	482.70	\$1,220.89	\$14,311
51	Insurance					\$733
52	Library Purchases, Membership Dues, Subscriptions					\$468
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$200
56	Travel					\$964
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					\$10,947
58	Base = Salaries & Benefits (29)+(45)					\$133,255
59						\$0
60						\$0
61	Total CMS/Administration Operating Costs					\$33,859
62	Total CMS/Admin ((46)+(61))					\$64,895
<b>C. Waived Services</b>						
63	Total Waived Services					\$55,705
<b>D. Total Budget Amounts</b>						
64	Fiscal Year 2013-2014 ((29)+(62)+(63))					\$222,820
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.						
Full Name	Title	Date	Check box to indicate agreement with information provided in report.			
Shirley Baker	Site Director	February 26, 2013	<input checked="" type="checkbox"/>			
Approved by:		Date				
For CDA Use Only: <i>Shirley Rodriguez</i>		2/28/13				
Analyst Signature		Date				

3/10/13  
MB



EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

- A. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
  - 1. Standard Agreement (STD 213), etc., and any amendments thereto;
  - 2. Scope of Work, Exhibit A
  - 3. Special terms and conditions Exhibit D
  - 4. General terms and conditions, Exhibit C
  - 5. Exhibits B, E
  - 6. All other documents incorporated herein by reference.
- C. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- D. "Health Services" and "DHCS" mean the Department of Health Care Services.
- E. "Contractor" means the governmental, or nonprofit entity to which funds are given under this Agreement and which is accountable to DHCS or CDA, or both, and/or federal government for use of these funds.
- F. "Subcontractor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement.
- G. "Vendor" means the entity hired by the Contractor to provide Waiver Services.
- H. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
- I. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any Program Memo or other correspondence, the provisions in this Agreement shall prevail.
- J. "Reimbursable item" also means "allowable cost" and "compensable item."
- K. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.
- L. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I Code" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means Public Contract Code.
- M. "HIPAA" means Health Insurance Portability and Accountability Act.
- N. "Client" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program."

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

- O. "Xerox" means Xerox State Health Care, LLC, the Medi-Cal fiscal intermediary.
- P. "OMB" means federal Office of Management and Budget.
- Q. Multipurpose Senior Services Program Medi-Cal Qualified.

AID PROGRAM DEFINITION  
CODE

1. CASH GRANT

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

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

- |       |       |   |
|-------|-------|---|
| ***16 | AGED  | Aid to the Aged-Pickle Eligibles – Persons age 65 or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit. |
| ***26 | BLIND | Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See aid code 16 for definition of Pickle Eligibles.   |

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

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

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

3. MEDICALLY NEEDED, NO SHARE OF COST

AID PROGRAM DEFINITION  
CODE

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

4. MEDICALLY NEEDED, SHARE OF COST

17	AGED-MN SOC	Aid to the Aged-Medically Needy, Share of cost- See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries.
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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

<u>AID CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
27	BLIND-MN SOC	Aid to the Blind-Medically Needy, Share of cost- See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
67	DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of Cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries.

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

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

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

6. INSTITUTIONAL DEEMING

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

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

spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

AID PROGRAM DEFINITION  
CODE

- |    |          |   |
|----|----------|---|
| 1E | AGED     | Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility.               |
| 2E | BLIND    | Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility.             |
| 6E | DISABLED | Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility. |

8. CONTINUED ELIGIBILITY – REDETERMINATION

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

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

P. Definition of Services Provided Under the Waiver

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

1. **ADULT DAY SUPPORT CENTER (1.0):** This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible clients are those who:

- Need, but do not have, a caretaker available during the day
- Are isolated and in need of social stimulation
- Need a protective setting for social interaction
- Need psychological support to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

2. **ADULT DAY CARE (1.1):** Will be provided to MSSP clients who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **HOUSING ASSISTANCE (2.2, 2.3, 2.4, 2.5 AND 2.6):** These services are necessary to ensure the health, welfare, and safety of the client in his or her physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive

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

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

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

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

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

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

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

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

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

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

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

When a personal care service is to be performed by an unlicensed health care worker permissible duties will be limited to those allowed by the

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

worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

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

6. **SUPPLEMENTAL HEALTH CARE (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.
7. **SUPPLEMENTAL PROTECTIVE SUPERVISION (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the client's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **SUPPLEMENTAL PROFESSIONAL CARE ASSISTANCE (3.9):** This service is covered by Medicare and requires the client to have a skilled need and physician's order on file. Supplemental professional care assistance is a comprehensive skilled service delivered by a certified home health aide (CHHA). The CHHA works under the supervision of a registered nurse employed by a certified home health agency.
9. **CARE MANAGEMENT:** Assists clients in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the client's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

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

- a. **SITE-PROVIDED CARE MANAGEMENT (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based clients with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all client contact activity each month.
  - b. **PURCHASED CARE MANAGEMENT (4.3):** for the vast majority of MSSP clients, care management services are provided solely by site care management staff. However, clients have the right to request care management by qualified outside subcontractors/vendors. In some cases of temporary need, the site may retain an outside subcontractor/vendor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site- Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/ paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social, and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.
10. **DEINSTITUTIONAL CARE MANAGEMENT (DCM) (4.6):** This service is used **ONLY** with individuals who are institutionalized. It allows care management and waiver services to begin up to 180 days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

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

- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- b. Where an established MSSP client is institutionalized and MSSP services are necessary for the person to be discharged back into the community

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **PROTECTIVE SERVICES (8.3, 8.4, and 8.5):** These services include protection for clients who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- a. **SOCIAL SUPPORT (8.3):** Includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful

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

relationships can contribute to diminishing functional capacity and premature institutionalization.

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

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

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

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

- c. **MONEY MANAGEMENT (8.5):** This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.
15. **COMMUNICATIONS SERVICES (9.1 and 9.2):** Clients who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

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

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

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

- b. **COMMUNICATION/DEVICE (9.2):** The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:
- i. 24-hour answering/paging
  - ii. Beepers
  - iii. Medic-alert type bracelets/pendants,
  - iv. Intercoms
  - v. Life-lines
  - vi. Wander-alerts
  - vii. Monitoring services
  - viii. Light fixture adaptations (blinking lights, etc.)
  - ix. Telephone adaptive devices not available from the telephone company
  - x. Other electronic devices/services designed for emergency assistance.

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

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

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

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

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

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

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

ARTICLE II. ASSURANCES (Continued)

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

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

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors/vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties.
2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CDA and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

ARTICLE II. ASSURANCES (Continued)

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

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or will include such provisions in any applicable agreements with subcontractors/vendors:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
  - b. Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5)
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When a Contract or vendor agreement provides funding for construction and non-construction activities, the Contractor or vendor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)

ARTICLE II. ASSURANCES (Continued)

3. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.)
4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Presidential Executive Order 11738).
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

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

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of an approved resolution, order, or motion referencing this Agreement

ARTICLE II. ASSURANCES (Continued)

number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number. These documents must also identify the action taken.

2. Documentation in the form of a resolution, order, or motion by the Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

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

M. Corporate Status

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

N. Lobbying Certification

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

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

**ARTICLE II. ASSURANCES (Continued)**

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

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

**ARTICLE III. AGREEMENT**

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

**ARTICLE IV. COMMENCEMENT OF WORK**

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

**ARTICLE V. SUBCONTRACTOR/VENDOR AGREEMENTS**

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

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

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

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

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

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

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

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, letters of agreement, insurance documentation in accordance with Article XII of this Exhibit, Memorandums and/or Letters of Understanding and client records) of its activities and expenditures hereunder in a form satisfactory to CDA and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another Contractor as directed by CDA.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records,

ARTICLE VI. RECORDS (Continued)

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

- F. Client records are to be kept as long as the case is open and active. Following termination, client records will be maintained for a period of six (6) years following the year of case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. REPORTS

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

1. Quarterly Status Reports

- a. Reports are due no later than the 30<sup>th</sup> of the month, following the close of the quarter. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances
- b. Reports are a snapshot of the last day of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
- Care Management Staffing –Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
  - Care Management Activity –Including staff turnover, training, quality assurance, client/vendor grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, client/vendor satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
  - Management Information System –Problems/issues with the Xerox billing system and Xerox technical support
  - Fiscal –Quarterly Waiver Cost Monitoring Report
  - Caseload Count

ARTICLE VII. REPORTS (Continued)

- Staff Roster
- Self-Certified Training

2. Ad Hoc Reports

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

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

3. Fiscal Closeout Reports

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

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

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

4. Monthly Client Count

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

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

ARTICLE VIII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement. All purchases of property not listed in the budget require written approval from CDA.

ARTICLE VIII. PROPERTY (Continued)

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

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

1. Date purchased – month and year on purchase order or date acquired by transfer.
2. Item/property description (include model number)
3. CDA tag number or other tag identifying it as CDA property

ARTICLE VIII. PROPERTY (Continued)

4. Serial number (if applicable)
  5. Purchase cost or other basis of valuation
  6. Fund source
- F. All reportable property must be physically inventoried on a bi-annual basis.
- G. Disposal of Property
1. Prior to disposal of any property listed on the CDA 32 that was purchased by the Contractor or the subcontractor/vendor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, photocopiers, faxes, and laptops.
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- I. CDA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- J. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to CDA. CDA reserves the right to require the Contractor to transfer such property to another entity, or to CDA.

**ARTICLE VIII. PROPERTY (Continued)**

- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of CDA for other purposes in this order:
  - 1. Another CDA program providing the same or similar service or
  - 2. Another CDA-funded program
- N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- O. The Contractor or vendor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- Q. The Contractor shall include the provisions contained in this Article in all its subcontractor/vendor agreements issued under this Agreement.
- R. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP clients.

**ARTICLE IX. ACCESS**

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

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

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

**ARTICLE XI. AUDIT**

- A. The Contractors that expend \$500,000 or more in Federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the : California Department of Aging, Attn: Audit Branch, 1300 National Drive, Suite 200, Sacramento, CA 95834. A copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.
- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract/vendor

ARTICLE XI. AUDIT (Continued)

agreement related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

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

ARTICLE XII. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation contractors and subcontractors/vendors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium

ARTICLE XII. INSURANCE (Continued)

2. The Certificate of Insurance shall provide that the "Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insured, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement
  3. CDA shall be named the certificate holder and the address must be listed on the certificate
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least 30 days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- E. The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and CDA harmless. The subcontractors'/vendors' Certificate of Insurance shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
- G. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XIII. TERMINATION AND TRANSITION PLAN

- A. Termination
1. Termination Without Cause
    - a. The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective 30 days from the

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

delivery of the Notice of Termination. The Parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.

- b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

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

2. Termination for Cause

- a. The State may, by written notice of termination to the Contractor, terminate this Agreement, in whole or in part, as a consequence of any of the following events:
  1. In case of threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
  2. A violation of the law or failure to comply with any condition of this Agreement
  3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
  4. Failure to comply with reporting requirements
  5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by the Department or evidence of a

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

financial condition that endangers performance of this Agreement and/or the loss of other funding sources

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
  7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
  8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
  9. The commission of an act of bankruptcy
  10. Finding of debarment or suspension, Article II J
  11. The Contractor's organizational structure has materially changed
- b. Termination of this Agreement, shall take effect immediately in the case of threat to life, health, or safety of the public or, in all other cases, upon 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken, the date of termination, the reason for such action and, any conditions of the termination, including the requirement of a transition plan as identified in Section B of this Article XIII. The notice shall also inform the contractor of any right to appeal such decision to the State and of the procedure for doing so.

3. Notice of Termination by Contractor

The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination. The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.

4. The Contractor's Obligations Upon Notice of Termination

- a. In the event of termination or anticipated termination of this Agreement, in full or in part, the Contractor shall take immediate steps to ensure the health and safety of clients in the MSSP program managed by the Contractor. Contractor agrees to cooperate in any and all efforts to refer MSSP clients to other local

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

agencies in order to maintain continuity of services required for each client.

- b. The Contractor shall provide adequate staff and vendor agreements to provide services to clients during the course of client transition to another MSSP site.
- c. The Contractor shall deliver updated client records to the subsequent MSSP contractor or as directed by CDA upon notice by CDA.
- d. The Contractor shall provide a current needs assessment for each of its clients to the subsequent MSSP contractor or as directed by CDA.
- e. The Contractor shall, with assistance from CDA, develop a written Transition Plan, to locate alternative services for each client through another MSSP site or community agency in accordance with Section B of this Article.
- f. The Contractor shall be responsible for providing all necessary client services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to clients prior to such expiration or termination.
- g. A full accounting and closeout of the Contractor's existing budget will be required. While it is recognized that the Contractor will require funding to continue client services and operations at a reduced level until the termination of this Agreement, the Contractor and CDA agree that it is also necessary to transfer funding to those MSSP sites that will be assuming responsibility for clients of the Contractor. Therefore, upon demand of CDA, the Contractor will immediately execute a contract amendment to return funds not anticipated to be required for remaining operations.
- h. The Contractor shall make available copies of medical records, patient files, and other pertinent information, including information maintained by any subcontractor/vendor, necessary for efficient care management of clients, as determined by CDA. Costs of reproduction will be authorized by CDA as an approved expenditure of local assistance administrative funds. In no circumstances will a Medi-Cal beneficiary be billed for this service.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition

ARTICLE XIII. TERMINATION AND TRANSITION PLAN (Continued)

Plan must be approved by CDA and shall, at a minimum, include the following:

- a. Current client count and identifying client information upon request
  - b. Description of how clients will be notified about the change in their MSSP provider
  - c. Plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services
  - d. Plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals
  - e. Plan to evaluate health and safety of clients in order to assure appropriate placement
  - f. Plan to transfer confidential medical and client records to a new contractor or care management agency
  - g. Plan for adequate staff to provide continued care through the term of the Contract
  - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
  - i. Additional information as necessary to effect a safe transition of clients to other MSSP or community care management programs
2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
  3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article XIII, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
  4. Phase-out Requirements
    - a. Phase-out for this Contract will consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
    - b. Phase-out for the Contract will consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and

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

other services provided to clients pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

- c. All data and information provided by the Contractor shall be accompanied by letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

**ARTICLE XIV. REMEDIES**

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

**ARTICLE XV. DISSOLUTION OF ENTITY**

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

**ARTICLE XVI. REVISIONS OR MODIFICATIONS**

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

**ARTICLE XVII. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, or overnight mail, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Chief. This notice shall be on the contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.

**ARTICLE XVII. NOTICES**

- D. All other notices with the exception of those identified above shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVIII. APPEAL PROCESS**

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

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

**ARTICLE XIX. DEPARTMENT CONTACT**

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XIX. DEPARTMENT CONTACT (Continued)

- B. The Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section. 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34).

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

identification number, financial account numbers, symbols or other identifying characteristics assigned to the individual, such as finger or voice print or a photograph.

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

D. Training/Education

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

E. Contractor Confidentiality Statement

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

F. Software Maintenance

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

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

1. Recitals

- a. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- b. The California Department of Aging (CDA) and/or the California Department of Health Care Services (DHCS) wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- d. Under this Agreement, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
  - f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
  - g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.
2. Permitted Uses and Disclosures of PHI by Business Associate.
- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
  - b. Except as otherwise indicated in this Article, Business Associate may: use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS/CDA.
3. Responsibilities of Business Associate.

Business Associate agrees:

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

- a. To not use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- b. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.
- c. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. To report to DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- e. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.
- f. To provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and

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

case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.

- g. To make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- h. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.
- i. To document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- j. During the term of this Agreement, to notify DHCS and the CDA MSSP Branch Chief or Operations Manager within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI, and provide a written report of the investigation to the DHCS Privacy Officer within 15 working days of the discovery of the breach or unauthorized use at:

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

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

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

4. Obligations of DHCS/CDA.

DHCS/CDA agrees to:

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

5. Audits, Inspection and Enforcement

From time to time, DHCS/CDA may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Article. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DHCS/CDA Privacy Officer in writing. The fact that DHCS/CDA inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

Associate of its responsibility to comply with this Article, nor does DHCS/CDA's:

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

6. Termination.

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

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

that is in the possession of subcontractors or agents of Business Associate.

7. Miscellaneous Provisions.

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or

ARTICLE XX. INFORMATION INTEGRITY AND SECURITY (Continued)

employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
  - e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
  - f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
  - g. The respective rights and obligations of Business Associate under Section 6.C of this Article shall survive the termination or expiration of this Agreement.
  - h. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- H. Provisions of this Article shall be included in all contracts of both the contractor/vendor and the subcontractors/vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, CDA reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

ARTICLE XXI. COPYRIGHTS AND RIGHTS IN DATA (Continued)

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

B. Rights in Data

1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least 60 days before it is to be printed.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by a entity the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data. "

Exhibit E  
Catchment Area  
Zip Codes

**Yuba County Health and Human Services Department**

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

# The County of Yuba




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## HEALTH & HUMAN SERVICES DEPARTMENT

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**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:** Human Services Committee  
Yuba County Board of Supervisors

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

**DATE:** June 4, 2013

**SUBJECT:** Resolution of the Board Authorizing the execution of documents related to the Transitional Housing Placement-Plus (THP-Plus) Program

**RECOMMENDATION:** Board of Supervisors approval of the Resolution of the Board authorizing the Chair to accept funds and execute any pertinent documents, including new agreements and amendments, related to the Transitional Housing Placement Plus (THP-Plus) Program is recommended.

**BACKGROUND:** On June 2, 2009, the Board of Supervisors approved Yuba County's plan for its THP-Plus Program, which provides contracted services to assist young adults, aged 18-24 years of age, who were former foster youths, in locating affordable housing and providing them with supportive services in preparation for their future.

**DISCUSSION:** The Yuba County Board of Supervisors has passed and adopted Resolution Numbers 2010-23, 2011-79, and 2012-15 authorizing the implementation of a transitional housing program and authorizing the use of a "generic" agreement in the form of a template incorporated by reference. Due to changes in the insurance provisions, the agreement needs to be revised again this year. Approval of this Resolution will eliminate the use of the "generic" agreement and authorize the Chair to execute pertinent documents related to the THP-Plus Program, including new and amended agreements.

**FISCAL IMPACT:** Approval of this Resolution will not impact County general funds. The THP-Plus Program is funded entirely by Local Revenue 2011 Realignment funding.

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

**RESOLUTION AUTHORIZING THE CHAIR )  
TO ACCEPT FUNDS, ON BEHALF OF THE )  
HEALTH AND HUMAN SERVICES )  
DEPARTMENT, FROM THE STATE OF )  
CALIFORNIA DEPARTMENT OF SOCIAL )  
SERVICES TRANSITIONAL HOUSING )  
PLACEMENT-PLUS COMMENCING ) RESOLUTION NO. \_\_\_\_\_  
STATE FISCAL YEAR 2013/14 AND )  
AUTHORIZE THE CHAIR TO EXECUTE )  
ANY PERTINENT DOCUMENTS RELATED )  
TO THE PROGRAM )  
\_\_\_\_\_)  
)  
)  
)**

**WHEREAS**, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution Number 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program, authorized the chairman to accept funds and authorized the execution of agreements, in the form incorporated therein by reference, with agencies approved to receive funds commencing in state fiscal year 2009/2010; and

**WHEREAS**, since the adoption of Resolution Number 2010-23, the Yuba County Health and Human Services Department found it necessary to make additional amendments and changes to the "template" Agreement for Professional Services that

was adopted in Resolution Number 2010-23 and subsequently amended in Resolution Numbers 2011-79 and 2012-51; and

**WHEREAS**, it is in the interest of efficient and effective county government to discontinue the use of the "template" Agreement for Professional Services originally adopted in Resolution Number 2010-23 and subsequently amended in Resolution Numbers 2011-79 and 2012-51.

**NOW, THEREFORE, BE IT RESOLVED** by the Yuba County Board of Supervisors, that the THP-Plus program will no longer utilize the "template" Agreement for Professional Services referenced in Resolution Numbers 2010-23, 2011-79 and 2012-51 commencing with State Fiscal Year 2013/14.

**BE IT FURTHER RESOLVED** by the Yuba County Board of Supervisors that the Chair of the Board of Supervisors is hereby authorized to execute, upon review and approval of County Counsel, documents as required by the THP-Plus program; and further the Chair is granted permission to execute any pertinent documents related to this program including agreements, memorandums of understanding, or amendments.

**BE IT FURTHER RESOLVED** by the Yuba County Board of Supervisors, that the Chair of the Board is hereby authorized to accept and authorize the transfer and allocation of funds allocated by the State of California to Yuba County through its Health

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and Human Services Department for its THP-Plus Program commencing with State Fiscal Year 2013/14 and each State Fiscal Year thereafter.

**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:

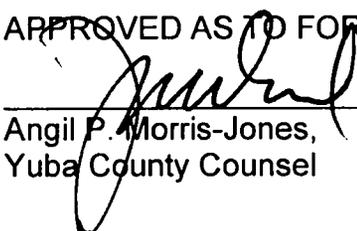
County of Yuba

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angil P. Morris-Jones,  
Yuba County Counsel



amendments and changes to the Agreement for Professional Services that was adopted in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79 which include eliminating language in Attachment B and the addition of a new Attachment F regarding Confidentiality Provisions and Statements.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No. 2010-23 and subsequently amended in Resolution No. 2011-79.

PASSED AND ADOPTED this 12 day of June, 2012, by the Board of Supervisors of the County of Yuba, by the following vote:

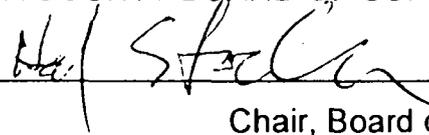
AYES: Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

NOES: None

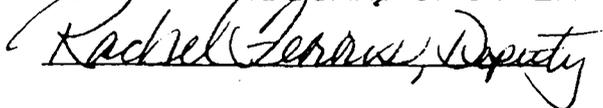
ABSENT: None

ABSTAIN: None

YUBA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chair, Board of Supervisors

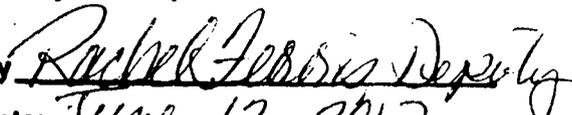
ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
Angil P. Morris-Jones, County Counsel

By   
\_\_\_\_\_  
YUBA COUNTY COUNSEL

The foregoing instrument is a correct copy of the original on file in this office.  
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors of the County of Yuba, State of California

By   
\_\_\_\_\_  
Date: June 12, 2012

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

**RESOLUTION AUTHORIZING )  
AMENDMENTS AND CHANGES TO )  
THE AGREEMENT FOR )  
PROFESSIONAL SERVICES FOR THE )  
TRANSITIONAL HOUSING )  
PLACEMENT PLUS PROGRAM )  
(THP-PLUS) THAT WAS ATTACHED )  
AND INCORPORATED BY )  
REFERENCE IN RESOLUTION )  
NO 2010-23 )  
\_\_\_\_\_ )**

**RESOLUTION NO. 2011-79**

**WHEREAS**, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution No 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program and further authorized the chairman to accept funds and authorize the execution of agreements with agencies approved to receive funds commencing in the state fiscal year 2009/2010 and authorize the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, agreements in the form incorporated therein by reference; and

**WHEREAS**, since the adoption of Resolution No 2010-23, the Yuba County Health and Human Services Department found it necessary to make amendments and changes to the Agreement for Professional Services that was attached and incorporated

by reference in Resolution No 2010-23 which included but was not limited to, grammatical editing, title changes and the addition of a signature line.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No 2010-23.

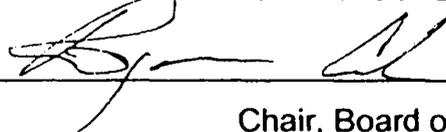
PASSED AND ADOPTED this 13 day of September, 2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

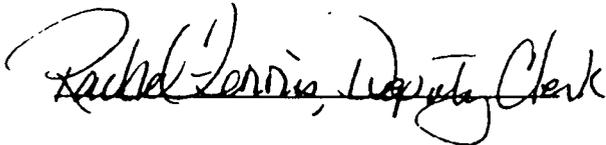
NOES: None

ABSENT: None

YUBA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
Angil P. Morris-Jones, County Counsel

By: maria Bryant Pellard  
YUBA COUNTY COUNSEL

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

AUTHORIZE HEALTH AND HUMAN )  
SERVICES DEPARTMENT TO )  
IMPLEMENT A TRANSITIONAL )  
HOUSING PROGRAM AND FURTHER, )  
AUTHORIZE THE CHAIRMAN TO )  
ACCEPT FUNDS AND AUTHORIZE THE )  
EXECUTION OF AGREEMENTS WITH )  
AGENCIES APPROVED TO RECEIVE )  
FUNDS COMMENCING IN STATE )  
FISCAL YEAR 2009/2010 AND TO )  
EXECUTE ANY PERTINENT )  
DOCUMENTS RELATED TO THIS )  
THIS PROGRAM OR TO THOSE )  
AGREEMENTS )  
\_\_\_\_\_ )

RESOLUTION NO. 2010-23

WHEREAS, statistics show that children raised in foster care systems often experience later difficulties living independently and face greater risk of financial hardship, homelessness, early pregnancy, unemployment, substance abuse, mental health and/or legal problems, and risk of incarceration; and

WHEREAS, the Yuba County Board of Supervisors, through the Children's Council and Children's Report Card, has embraced the goal of obtaining approval and funding for, and implementing

a Transitional Housing Program – Plus for young adults who are former Yuba County foster youth to assist them to overcome these difficulties and risks; and

**WHEREAS**, the California Department of Social Services Manual of Social Services Standards Section 30-913 through 30-920 sets forth the regulations governing the Transitional Housing Program – Plus (hereinafter “THP-Plus”); a transitional housing program for young adults, aged 18-24, who are former foster youth and who have emancipated from the child welfare or probation system; and

**WHEREAS**, the goal of the THP – Plus program is to provide, through contracted services, a safe living environment while helping participants gain education and employment training and improve life skills to enable them to achieve self-sufficiency; and

**WHEREAS**, the State of California makes funds available to counties to implement a THP – Plus program, upon the state approval of a county THP – Plus plan; and

**WHEREAS**, these funds have been applied for through the development of the County of Yuba Transitional Housing Placement Program for Emancipated Youth (THP – Plus) Plan for Implementation, which was approved by the Board of Supervisors on June 2, 2009, and which describes how Yuba County, through its Health and Human Services Department, will, through the coordination between its Child Welfare Services and Probation Department staff and contracted services, provide eligible participants who are former foster and probation youth with housing and supportive services designed to assist them in fulfilling the goals of their individual Transitional Independent Living Plans (TILP) and better prepare them for independence; and

**WHEREAS**, upon approval of Yuba County's Transitional Housing Placement Program, the State of California has allocated \$338,279.00 to Yuba County to assist eligible participants in Fiscal Year 2009-2010 at a maximum rate of up to \$2,748.00 per participant per month and it is anticipated that Yuba County will be allocated the same funding for Fiscal Year 2010-2011; and

**WHEREAS**, Yuba County, through its Health and Human Services Department, has solicited proposals from the four local agencies capable of meeting and providing the transitional housing and supportive services required by Yuba County for its THP – Plus program; and

**WHEREAS**, Environmental Alternatives, Inc., Children's Hope Foster Family Agency, and Triad Family Services have each submitted letters of interest for providing services under Yuba County's THP – Plus program and it is recommended that the Board of Supervisors approve its Health and Human Services Department entering into agreement with these agencies to provide transitional housing and supportive services under Yuba County's THP – Plus program to selected participants based upon their individual needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby authorizes the Health and Human Services Department to implement a THP – Plus Program in accordance with the County's approved Transitional Housing Placement Program for Emancipated Youth (THP – Plus) Plan and further authorizes the Director of the Health and Human Services Department to execute, upon the review and approval of the County Counsel, agreements in the form attached hereto and incorporated herein by this reference and any amendments thereto with agencies approved by the Yuba County Board of Supervisors by this Resolution for funding to implement its THP – Plus program and to execute any pertinent documents related to this program.

**BE IT FURTHER RESOLVED** by the Board of Supervisors that the Chairman of the Board of Supervisors is hereby authorized to accept and allocate funds allocated by the State of California to Yuba County through its Health and Human Services for its THP-Plus Program commencing with State Fiscal Year 2009/2010 and any State Fiscal Year thereafter.

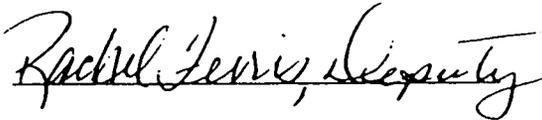
PASSED AND ADOPTED this 9 day of March, 2010, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES: Supervisors Vasquez, Nicoletti, Griego, Abe and Stocker

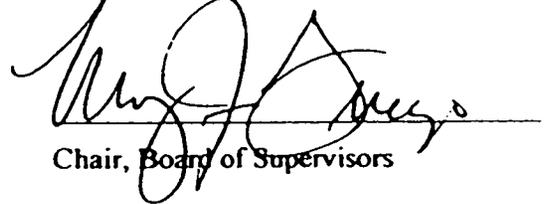
NOES: None

ABSENT: None

ATTEST: DONNA STOTTEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Rachel Ferris, Deputy

YUBA COUNTY

  
\_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
COUNTY COUNSEL  
ANGIL MORRIS-JONES

  
\_\_\_\_\_  
Angil Morris-Jones

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and \_\_\_\_\_ ("CONTRACTOR") for the provision of services under the Transitional Housing Placement Plus Program ("THP-Plus"); a transitional housing placement program for eligible former Child Welfare Services or Probation foster youth, aged 18 – 24, with the aim of providing a safe living environment while helping youth to achieve self-sufficiency.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-7 through A-8.

**2. TERM.**

Commencement Date:

Termination Date:

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-9.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

(Name of Position, not person), is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

Attachment E – Insurance Provisions  
Attachment F - Participant Agreement  
Attachment G – Individual Participant Fee Schedule and Cost Justification  
Attachment H – Invoice Format

9. **TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on \_\_\_\_\_, 201\_\_.

“COUNTY”  
COUNTY OF YUBA

“CONTRACTOR”

\_\_\_\_\_  
Suzanne Nobles, Director  
Yuba County Health and Human  
Department

\_\_\_\_\_  
(Name) \_\_\_\_\_,  
(Title)

Tax I.D. No. \_\_\_\_\_

Authorized pursuant to Board  
Resolution No. \_\_\_\_\_

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Martha Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

## **ATTACHMENT A**

### **A.1 PROGRAM OVERVIEW.**

THP – Plus is a transitional housing placement opportunity for former foster youth, aged 18-24. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so that they can improve life skills prior to leaving the foster care support system. Participants may live alone, with roommates in apartments, or in single-family dwellings, with regular support provided by CONTRACTOR staff and YCHHSD Social Worker and Independent Living Program (ILP) Coordinator staff. Support services include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses, and assistance reaching emancipation goals as outlined in the participants' Transitional Independent Living Plan (TILP).

### **A.2 TARGET POPULATION.**

The target population for the COUNTY's THP-Plus program is those young adults who have emancipated from foster care, group home care, or probation and who desire continued support in order to be successful adults. To be considered for admission, an applicant must be:

- a. Emancipated from foster/probation care after having been in foster care placement between the ages of 16 to 18 and having participated in the Independent Living Program during that time;
- b. At least 18 years of age, but not yet 24 years of age;
- c. Actively pursuing school, vocational training, or COUNTY approved goals;
- d. Actively pursuing the goals of a Transitional Independent Living Plan (TILP) approved by YCHHSD's Independent Living Program;
- e. Willing to maintain a substance-free lifestyle;
- f. Has not previously participated in a THP-Plus program for a cumulative total of 24 months;
- g. Willing to enter into and abide by a contract with the CONTRACTOR that details the rights and responsibilities of each party, as specified in Attachment F – Participant Agreement; and

the county of the applicant's last dependency has an approved THP-Plus plan.

### **A.3 PARTICIPANT APPLICATION AND SELECTION.**

**A.3.1** Referrals to THP – Plus shall be made by self-referral by the potential participant or initiated by YCHHSD’s ILP Coordinator or Social Worker staff, COUNTY’s Probation Department staff, foster care agencies or providers, or other community-based organizations.

**A.3.2** All referrals to THP – Plus shall be submitted to YCHHSD’s ILP Coordinator, who will take the following actions for each potential participant:

- a. Determine the applicant’s eligibility to participate in THP – Plus.
- b. If eligible, consult with the applicant to identify their current strengths and needs as they relate to their TILP.
- c. Refer eligible applicants to the CONTRACTOR.
- d. Assist applicants in completing the application process required by CONTRACTOR.

**A.3.3** Upon receiving the referral, CONTRACTOR shall take the following actions for each applicant:

- a. Review the applicant’s letter of interest, application, applicant’s TILP, and references, if appropriate.
- b. With a THP-Plus Program Team consisting of CONTRACTOR staff and one or more members of YCHHSD’s Social Worker or COUNTY’s Probation Department staff, complete one or more interviews with applicant to discuss the applicant’s goals and how the THP – Plus program may assist the applicant in meeting those goals.
- c. Consult with the THP-Plus Program Team and review the applicant’s strengths and needs identified in the applicant’s TILP.
- d. Decide to accept or reject the application. If an application is rejected, CONTRACTOR shall notify the applicant of the rejection in writing, stating specific details that support the CONTRACTOR’s decision, with a courtesy copy to YCHHSD’s ILP Coordinator.

#### A.4 HOUSING MODEL.

Both COUNTY and CONTRACTOR recognize that high quality, consistent supportive services targeted to meet the needs of the individual participant are essential to a successful THP-Plus program. Both permanent and transitional housing units may be used by CONTRACTOR, depending on the individual participant's needs and abilities. The overall goal shall be to secure housing that becomes a permanent living situation for the participant; therefore, CONTRACTOR shall strive to enable progress towards a more permanent arrangement.

The THP-Plus program supportive services provided by the CONTRACTOR may utilize any one of the following housing models, depending upon the needs and skills of the individual participant:

- a. Single Site Transitional Model – Participants live in housing at a single location owned or leased by the CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- b. Scattered-Site Transitional Model – Participants live in housing located in multiple locations in the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- c. Scattered Site Permanent Model – Participants live in housing located in multiple locations within the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant may continue to live in the rental at the conclusion of the participation in the THP-Plus program.
- d. Host Family Model – Participants live in a family setting with a relative, current or former foster family, or other consistent caring adult who has been screened and approved by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. Whether or not the participant moves out of the host family setting at the conclusion of the participation in the THP-Plus program is determined on an individual basis.

In the host family model, the housing unit will be owned or leased by the host family. For the other housing models, the housing units will be owned or leased by CONTRACTOR. If leased, CONTRACTOR will sublease the housing unit to the participants. In all models, CONTRACTOR is expected to:

- a. Locate and utilize suitable and safe housing in areas near public transportation lines and with adequate educational, vocational, and employment opportunities.
- b. Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following their completion of THP - Plus, while preparing to live independently in safe housing they can afford; and
- c. Afford participants the opportunity to keep their household furnishings following their conclusion of their participation in THP - Plus.

#### **A.5 CONTRACTOR'S SPECIFIC SCOPE OF SERVICES AND DUTIES.**

##### **A.5.1 SUPPORTIVE SERVICES.**

Due to the individualized needs of each participant, CONTRACTOR shall develop a customized approach for each participant. In developing supportive services, it is important to remember that these supportive services are for participants who are legally adults, but who still require youth-focused services. CONTRACTOR agrees to provide each participant with the nurture, treatment, and training suited to his/her needs. In providing supportive services, CONTRACTOR shall:

- a. Coordinate with YCHHSD's ILP Coordinator to assist in creating a seamless transition from the minor's TILP to the participant's THP - Plus TILP and utilize the YCHHSD's ILP Coordinator and Social Worker staff, as well as other community and public partners as appropriate, to support the participant's THP - Plus TILP.
- b. Assist each participant in identifying their needs and developing their THP - PLUS TILP, which shall include goals for the participant's education and employment, in addition to involvement with the participant's biological family, as well as other friends, associates, and adults. Submit an initial THP - Plus TILP to COUNTY within sixty (60) days from the date of placement, which will include information provided by COUNTY's Independent Living Program. On a regular basis, but at least

annually thereafter, review each participant's THP – Plus TILP with each participant and, as needed, review each participant's THP – Plus TILP with the THP – Plus Program Team and update the THP – Plus TILP to clarify participants' goals.

- c. Provide Social Worker staff whose duties will include:
  - 1) Case management of THP-Plus participants;
  - 2) Coordination and networking between interested parties relating to the YCHHSD's Independent Living Program; and
  - 3) 24-hour crisis intervention and support
- d. Provide each participant with a 24-hour emergency telephone number.
- e. If appropriate, assist participants in obtaining individual or group therapy, either directly or through a referral to community resources, and ensure that participants get to all medical appointments.
- f. As part of the THP – Plus Program Team, assist participants in finding and establishing appropriate medical care.
- g. If appropriate, provide educational advocacy and support, including linkages to Yuba College Foster Youth services, with the goal of the participant obtaining a high school diploma, GED, or High School Proficiency prior to completion of the THP – Plus program. CONTRACTOR understands that participants without a high school diploma are required to be enrolled in and attend a program leading to a high school diploma, high school equivalency, or a GED.
- h. Encourage and assist participants in seeking college or other post-high school training to better prepare for their future, including assisting participants in applying for college or trade school admission and applying for any scholarship or grants for which they may be eligible, as well as connecting participants with community resources designed to provide and ensure student support. CONTRACTOR understands that participants with a high school diploma are required to be enrolled in and attend job readiness training, vocational education, or college classes. CONTRACTOR further understands that participants on a vocational or work related track will attend formal, on-the-job or skill-building trainings that increase the participants' opportunities for success.

- i. Provide job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, California Youth Connection (CYC), AmeriCorps Mentor Program, Yuba College, and other appropriate employment resources.
- j. Ensure that participants attending school less than full-time meet their requirement to work a minimum of 20 hours per week. CONTRACTOR further understands that participants who are enrolled and attending at least 12 units at a college or vocational training program may have their minimum required work hours adjusted through consultation with the THP – Plus Program Team.
- k. Provide services that build and support relationships with a trusted adult, family, and the community that will continue to be a resource for the participant in the future.
- l. Conduct regular reviews at six-month intervals, or more frequently as appropriate, regarding the participant’s progress and submit ongoing written outcome evaluations of the participant’s progress on a quarterly basis to COUNTY.
- m. Ensure that each participant deposits a set amount of their income from employment into an interest-bearing savings account each month, as specified by the participant’s individual budget developed between the participant and the THP – Plus Program Team. It is understood by both parties that the savings account shall be a joint account and that CONTRACTOR, or its designee, shall be listed as one of the account holders. CONTRACTOR will ensure that withdrawal limits are established for each participant to take care of their essential expenses and that larger item purchases shall be made by a joint decision between the participant and CONTRACTOR. CONTRACTOR further agrees to consult frequently with participants about budgeting and planning for their needs.
- n. CONTRACTOR shall provide to the participant for deposit any funds retained on behalf of a participant into an interest-bearing savings account in a bank of savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Both parties understand and agree that the principal and interest shall be distributed by CONTRACTOR to the

participant when he/she leaves the program or earlier, if permitted by THP – Plus guidelines.

- o. Act as a public benefits advocate and assist participants in applying for any public benefits they may be entitled to, such as General Assistance (GA), Food Stamps, Supplemental Security Insurance (SSI), Medi-Cal, etc.**
- p. Provide special considerations and assistance for pregnant or parenting participants, which may include, but is not limited to: assistance securing child care, domestic violence concerns, parenting education and support, maternity provisions, and specialized services for children, such as assistance with immunization, well child visits, and school enrollment.**
- q. Assist the participant in finding affordable permanent housing during the participant's last six months in the program, if the participant is not already in permanent housing at that time. It is understood by both parties that affordable housing is housing that costs no more than 30 per cent of the participant's gross income.**
- r. Provide adult mentors who will follow participants for a minimum of two (2) years following their completion of the THP – Plus program and ensure the provision of aftercare services, which shall include support groups and referrals to community resources, such as individual and group therapy, individual and group instruction, and life skills programs. Both parties understand and agree that these adult mentors may be, but are not limited to, volunteers from the community who commit to ensuring the continued success of the participant.**
- s. Continue to conduct outcome evaluations of the participant every six months for two (2) years following the participant's completion of the THP – Plus program and provide reports on these outcome evaluations to COUNTY on a quarterly basis. It is understood by both parties that the participant will earn an incentive to be provided by CONTRACTOR upon the completion of these follow-up evaluations.**
- t. Give COUNTY prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with COUNTY that less notice is necessary.**

A.5.2 In providing services under THP – PLUS, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with each participant, as specified in ATTACHMENT F – Participant Agreement. CONTRACTOR shall provide to COUNTY a copy of each Participant Agreement it enters into with COUNTY’s participants.

A.5.3 ADDITIONAL DUTIES OF CONTRACTOR.

CONTRACTOR further agrees to:

- a. Follow admission requirements related to medical screening, physical examination, medical testing, and immunization.
- b. Develop an understanding of the responsibilities, objectives, and requirements of COUNTY as regards the participant and work collaboratively in planning for the participant.
- c. Maintain communication and coordination with YCHHSD’s Children’s Services Assistant Program Manager, or his/her designee, as regards services to be provided by CONTRACTOR.
- d. Work toward moving the participant towards self-sufficiency and permanent housing as the participant progresses through the THP – Plus program.
- e. Conform to all legal requirements of the THP – Plus program.
- f. Comply with the regulations promulgated pursuant to the THP – Plus program and, if said regulations are amended or revised, comply with such amendment or revision.
- g. Comply with the findings and recommendations of any audits and/or State reviews.
- h. Cooperate as requested with COUNTY for the purposes of providing statistical information regarding client-based data collection and outcomes relating to the services rendered under this Agreement.
- i. Submit at least one press release to media outlets (local newspaper, radio, newsletter, etc.) describing the THP – Plus program success, including a

description of CONTRACTOR's partnership with COUNTY for this program.

- j. Provide certification that Civil Rights/Non-Discrimination training has been provided to all CONTRACTOR staff within 60 days of contract initiation.
- k. Provide regular on-the-job trainings to CONSULTANT's THP-Plus Program Team members, so that they may better assist the THP – Plus participants. Such trainings will include, but are not limited to:
  - 1) Principles of nutrition, food preparation and storage, and menu planning.
  - 2) Housekeeping and sanitation principles.
  - 3) Provision of client care and supervision, including communication.
  - 4) Availability of community services and resources.

#### **A.5.4. CONTRACTOR's CERTIFICATION REQUIREMENTS.**

CONTRACTOR understands and agrees that CONTRACTOR must be in compliance with the requirements of the THP – Plus program regulations as set out in Welfare and Institutions Code Section 16522.1 ss. (h) (1) – (21). Provided below are the 36 requirements for reference:

- a. The THP – Plus program will only serve eligible youth. (Section 16522.1 (a) (1))
- b. The THP – Plus program will not discriminate on the basis of race, gender, sexual orientation, or disability (pursuant to Welfare and Institutions Code Section 16522.1 (a) (1)) and that youths who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medication shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. The CONTRACTOR 's THP – Plus program plan includes a description of the THP – Plus application process and selection criteria for participation .
- d. The CONTRACTOR's THP – Plus program plan includes a description of the program and how it will ensure that participants live independently

and accomplish the goals described in the participants' STEP/THP – Plus TILP.

- e. The CONTRACTOR will, with the assistance of a COUNTY designee, assist each participant in the completion of their goals and activities described in their STEP/THP – Plus TILP.
- f. The STEP/THP – Plus TILP is updated for each participant at least annually by the tenant, COUNTY, and other appropriate individuals, as needed to reflect necessary changes.
- g. Participants in the THP – Plus program have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure.
- h. The participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval, and acquisition of identifiable information. The CONTRACTOR will not release information about a participant's receipt of services without a written release from the participant.
- i. The participant's right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. Participants in the THP – Plus program will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- j. Participants in the THP – Plus program will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- k. Participants in the THP – Plus program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP – Plus TILP are being met.
- l. The CONTRACTOR will comply with California landlord/tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)

- m. The CONTRACTOR's functions of property management and of service provider shall not be blended. The THP – Plus program plan shall clearly define the roles and responsibilities of each part of the CONTRACTOR's organization.
- n. Criminal record clearances shall be required for all CONTRACTOR employees.
- o. Strict employment criteria will be used by CONTRACTOR regarding any employee's age, drug/alcohol history, experience in working with the population, criminal background, etc... ( Section 16522.1(2) (b))
- p. CONTRACTOR shall provide employees training and ensure that all employees are trained and capable of working with former foster youth.
- q. The CONTRACTOR's THP – Plus program shall be clearly distinguishable from those that should be licensed as an Adult Residential Care Facility under Health and Safety Code Section 1502(a) (1) or 1503.5(a).
- r. CONTRACTOR will comply with all applicable Federal, State, and local housing laws and with fire clearance requirements.
- s. Applicable provisions of the Welfare and Institutions Code Section 16522.1 regarding THP – Plus requirements are incorporated into the THP – Plus program plan. There requirements include, but are not limited to, the following:
  - 1) Education requirements (Section 16522.1(h) (1))
  - 2) Work requirements (Section 16522.1(h) (2), Section 16522.1(k))
  - 3) Savings requirements (Section 16522.1(h) (3))
  - 4) Personal safety (Section 16522.1(h) (4))
  - 5) Visitors (Section 16522.1(h) (5))
  - 6) Emergencies (Section 16522.1(h) (6))
  - 7) Medical Requirements (Section 16522.1(h) (7))
  - 8) Disciplinary measures (Section 16522.1(h) (8))
  - 9) Child care (Section 16522.1 (h) (9))
  - 10) Pregnancy (Section 16522.1 (h) (10))
  - 11) Curfew (Section 16522.1 (h) (11))
  - 12) Household cleanliness (Section 16522.1(h) (12))

- 13) Use and system for payment of utilities, telephone, and rent (Section 16522.1 (g))
- 14) Budgeting (Section 16522.1 (h) (14))
- 15) Care and disposition of furnishings (Section 16522.1 (h) (15))
- 16) Decorating of apartments (Section 16522.1(h) (16))
- 17) Cars (Section 16522.1(h) (17))
- 18) Lending or borrowing money (Section 16522.1(h) (19))
- 19) Dating (Section 16522.1(h) (20))
- 20) Ground rules for termination. Examples include: harboring runaways, illegal activities, injury to others, causing community disruption or engaging in nuisance behavior (Section 16522.1(h)(21))

- t. The housing provided to participants has reasonable access to schools, employment-appropriate supportive services, shopping, and medical care.
- u. No more than two participants in the THP – Plus program share a bedroom.
- v. When funds are retained by the CONTRACTOR on behalf of the participant, CONTRACTOR shall ensure that these funds are deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the THP-Plus program, or earlier if permitted by the THP – Plus program guidelines.

#### A.6 COUNTY'S DUTIES AND RESPONSIBILITIES.

The scope of COUNTY'S duties and responsible include the following:

- a. To meet the goals of the participant's TILP, coordination between YCHHSD's Independent Living Program and CONTRACTOR'S services offered to the participant will be monitored by the YCHHSD's ILP Coordinator to create a seamless transition for the THP – Plus participant.
- b. To assist in 24-hour crisis intervention and support provided by CONTRACTOR, YCHHSD will provide:

- 1) Access to an On-Call professional;
  - 2) Resource referral to Sutter-Yuba Mental Health Services; and
  - 3) 24-hour access to Mental Health Professional.
- c. YCHHSD will use the regular reports on individual participants' progress and outcomes provided by CONTRACTOR to evaluate the effectiveness of its THP – Plus program, using an evaluation framework provided by the California Department of Social Services which will include the following outcomes:
- 1) Educational attainment
  - 2) Career and employment development
  - 3) Vocational training'
  - 4) Job placement and retention
  - 5) Daily living skills
  - 6) Substance abuse prevention
  - 7) Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
  - 8) Housing and household management
  - 9) Consumer and resource use
  - 10) Interpersonal/social and self-development skills
  - 11) Survival skills
  - 12) Computer/Internet skills.

**A.7. TIME SERVICES RENDERED.**

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

**A.8. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.9. FACILITIES FURNISHED BY COUNTY.**

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

## ATTACHMENT B

### PAYMENT

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR an amount not to exceed       (Written)       (\$) during the term of this Agreement. The maximum amount of payment is based upon the total cost of placements using a rate of up to \$2,748.00 per month per individual placement, as agreed upon by both parties using the following procedure:

- a. Prior to placement, CONTRACTOR shall determine the THP Plus Program services to be provided to each participant and submit a completed Individual Participant Fee Schedule and Cost Justification (Attachment G) for each participant to COUNTY for review and approval.
- b. COUNTY shall review each submitted Individual Participant Fee Schedule and Cost Justification and either: 1) indicate approval by the authorized representative signing and dating the document and returning a copy of the approved form to CONTRACTOR or, 2) indicate denial by the authorized representative stating the reason for such denial and signing, dating, and returning a copy of the denied form to CONTRACTOR.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed       (Written)       (\$) without a formal written amendment to this Agreement approved by both parties.

### B.2 FISCAL PROVISIONS.

**B2.1** For the months of \_\_\_\_\_ through \_\_\_\_\_, CONTRACTOR shall submit monthly detailed invoices for payment of services rendered in the format specified in Attachment H-Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services. COUNTY understands and agrees that CONTRACTOR may be unavoidable delayed in submitting invoices rendered prior to \_\_\_\_\_ and agrees to accept those invoices for those months, if submitted no later than the last day of \_\_\_\_\_. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

**B2.1.1** Any participant who received services under the THP-Plus Program for less than the entire month, CONTRACTOR shall determine the amount to be invoiced by prorating the monthly rate for that participant by the number of days in which services were provided for in that month.

**B2.2** For the month of June, 201\_\_\_, CONTRACTOR shall submit a monthly detailed invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered in June, 201\_\_\_ no later than June 10<sup>th</sup>. CONTRACTOR shall submit a final detailed invoice based on actual costs of services rendered for June, 201\_ no later than the tenth (10<sup>th</sup>) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

**B.3 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## ATTACHMENT C

### ADDITIONAL PROVISIONS

**C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, not be enforceable if all or part of the federal or state funds secured by COUNTY for the purpose of this Agreement are not made available to COUNTY.

**C.2 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

**C.3 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

**C.4 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.5 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.13 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

**C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.7 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.8 CONFIDENTIALITY.** For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.9 RECORDKEEPING.** CONTRACTOR shall maintain fiscal controls using generally accepted practices and shall establish such fiscal controls and funding accounting procedures as required by THP – Plus, the State of California, and COUNTY regulations to assure the proper disbursement or, and account for, funds paid to CONTRACTOR under this AGREEMENT and the THP – Plus program.

**C.10 GENERAL ASSURANCE.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of the expenditure of public funds under this Agreement and to avoid any favoritism, questionable, or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

**C.11 AUDIT.** The following audit requirements shall apply from the effective date of this Agreement until six (6) years after COUNTY's final payment under this Agreement:

- a. CONTRACTOR shall allow COUNTY's authorized representatives to inspect, audit, and copy records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to COUNTY or that any payee of CONTRACTOR that submits to CONTRACTOR in connection with this Agreement. "Record" includes but is not limited to correspondence, accounting records, subcontractor files, change order files, and other supporting evidence relevant to the invoice, payment, or claim.

- b. The Federal Government, COUNTY, State of California or its designee shall have the right to observe, monitor, and/or evaluate all conditions and activities of CONTRACTOR and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this Agreement.
- c. CONTRACTOR shall maintain such program and fiscal records and make such program statistical and fiscal reports as required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding the timely completion and submission of the required reports.
- d. CONTRACTOR agrees to retain all records pertinent to all grants and agreements under THP – Plus, including financial, statistical, property, and participant records and supporting documentation. CONTRACTOR will receive written approval from COUNTY prior to the destruction of any records.

**C.12 PROPERTY.** Property procured with THP-Plus funds will be used for the purposes of the THP – Plus program. CONTRACTOR will adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property, including an annual physical inventory.

**ATTACHMENT D**  
**GENERAL PROVISIONS**

**D.1 INDEPENDENT I STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

**D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

**D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

**D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by

CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the

amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the

property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully

complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Suzanne Nobles  
Director  
Yuba County Health and  
Human Services Department  
5730 Packard Avenue, Suite 100  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

**ATTACHMENT E**

**INSURANCE PROVISIONS**

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

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

**E.1.2 Minimum Limits of Insurance.** CONTRACTOR shall maintain limits no less than:

- |   |   |  |
|---|---|--|
| 1. General Liability:<br>(including operations,<br>products and completed<br>operations.) | <b><u>\$ 1,000,000</u></b>              | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b><u>\$1,000,000</u></b>               | Per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:   | As required by the State of California. |  |

- |   |                    |   |
|---|--------------------|---|
| 4. Employer's Liability:                                      | <u>\$1,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease. |
| 5. Professional Errors and Omissions Liability (if required): | <u>\$1,000,000</u> | Per occurrence.   |

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

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

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

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

**ATTACHMENT F  
PARTICIPANT AGREEMENT**

- F. 1 In providing services under THP – PLUS, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with the participant that details the rights and responsibilities of each party, including, but not limited to, the following:
- a. Specifies commencement and termination dates of the contract which shall coincide with the CONTRACTOR's current Agreement with COUNTY for services under the THP Plus Program. In no event shall the CONTRACTOR's contract with a participant commence prior to the CONTRACTOR's Agreement with COUNTY nor continue beyond the termination date of the CONTRACTOR's Agreement with COUNTY. Further, in no event shall the CONSULTANT's contract with a participant provide any participant more than a cumulative of 24 months of services under the THP Plus Program.
  - b. Specify that in the event that the participant's contract terminates, the participant must reapply for any future services under the THP Plus Program and that any such applications will be accepted on a first come, first serve basis.
  - c. The system for payment of participant's ongoing expenses, such as utilities, telephone, and rent;
  - d. The amount of an adequate allowance to be provided to the participant to purchase food and other necessities;
  - e. The household furnishings to be provided to participant and the terms of disposition of such furnishings when the participant completes the program;
  - f. The process of evaluation of the participant's progress throughout the program and the process of reporting this progress to COUNTY;
  - g. The requirement of each participant under the age of 21 to actively participate in an approved independent living program and, with the assistance of CONTRACTOR, to develop and complete TILP goals and activities;
  - h. Linkage to job training through Workforce Investment Act partners, the One Stop Center, Yuba College, and other appropriate employment resources;
  - i. The acknowledgement that participants may not discriminate on the basis of race, natural origin, gender, sexual orientation, or disability; and

j. The following policies:

- 1) Education Requirements, as described in Provision A.5.1, subsection e. and f. above.
- 2) Work Expectations, as described in Provision A.5.1, subsection h. above.
- 3) Savings Requirements, as described in Provision A.5.1, subsection j. above.
- 4) Personal Safety, which requires that each participant's residence will be locked and windows closed, when the participant is not present and at night.
- 5) Visitation, which allows participants to have visitors, subject to the following guidelines:
  - i. Participants may not have overnight visitors without advance permission from the THP – Plus Team.
  - ii. Participants may have no more than two visitors in the residence without advance permission from the THP – Plus Team.
  - iii. Visitors must leave by the established curfew.
  - iv. Visitors may not participate in any conduct that is disorderly, creates a nuisance, or is illegal.
  - v. Visitors may not be in possession of weapons of any kind.
  - vi. Visitors may not be in possession or under the influence of alcohol. No visitor may be in the possession or under the influence of illicit drugs.
  - vii. Participants are responsible for ensuring that their visitors know and follow the established guidelines.
- 6) Emergencies, which shall specify that, in case of emergency, participants will call 911 and, as soon as practical, notify CONTRACTOR of the nature and disposition of the emergency.
- 7) Medical, which shall specify that the participant is required to have a physical examination annually and a dental examination every six months. This policy shall also require that all medications (over-the-counter and prescription) are to be kept in properly labeled containers and that the participant is responsible for obtaining appropriate instructions from the prescribing physician or the pharmacist to ensure proper handling and self-administration. The policy will also inform the participant that he/she will be requested to sign a release of information for medical information.
- 8) Disciplinary Measures, which will state that discipline will be used to help participants make positive decisions and that consequences for violating THP-Plus program rules will be natural, logical, and progressive and may range from limiting a participant's curfew or visitor privileges up to, and

including, termination from the program. The policy will include the option of constructing a new THP – Plus TILP should problems persist and the participant resists positive and healthy choices. The policy will further inform the participant that discipline will be imposed after CONTRACTOR reviews the violation with the participant and consults with the THP – Plus Program Team and that illegal activities will be reported to the proper authorities and that the participant has the right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature.

- 9) Child Care, which specifies that the participant will be primarily responsible for child care and that CONTRACTOR staff will assist the participant in searching out and evaluating child care alternatives.
- 10) Pregnancy, that specifies that education will be offered to the participant on the prevention of unwanted pregnancies and sexually transmitted diseases through abstinence and safe sex practices. Further, the policy shall state that a participant who becomes pregnant may continue the program if progress is maintained and program guidelines are met and that, in that instance, CONTRACTOR staff will assist the participant in obtaining necessary prenatal medical care, parent education, and other appropriate services for pregnant women and new mothers.
- 11) Curfew, which specifies CONTRACTOR guidelines and that may be adjusted by prior arrangement with CONTRACTOR. Additionally, the policy will inform the participant that all participants are required to sleep in their own residence unless prior arrangements have been made with the THP-Plus Program Team.
- 12) Household Cleanliness, which specifies that the participant will maintain a lean living space performing chores including, but not limited to, taking out garbage, washing dishes, vacuuming carpets, sweeping floors, cleaning bathrooms, and washing clothes and that the participant shall allow the THP-Plus Program Team access to their residence for periodic inspections to ensure the premises meet the minimum standards of cleanliness.
- 13) Use of utilities and telephone, if appropriate.
- 14) Budgeting, which specifies that the participant will complete and follow a monthly budget prepared with the assistance of CONTRACTOR staff which will include, but is not limited to, rent, utilities, food, clothing, transportation, and savings. The policy will further state that the budget will specify how much of each item will be subsidized by the THP – Plus program and how much will come from the participant's earnings; with the participant's financial requirement being need-based and determined

by the participant's income, school load, child care, etc. and the goal being to increase the participant's ability and responsibility to live independently.

- 15) Care of Furnishings, which specifies that the participant will be responsible for the reasonable care of all the furnishings in his/her residence.
- 16) Household decorations, if applicable.
- 17) Cars, which specifies that the participant may own and operate a car provided that: 1) the participant has a valid California driver's license; 2) obtains insurance coverage that meets the state mandated minimum requirements, and 3) can demonstrate that the participant can afford this type of expense. The policy will state that CONTRACTOR staff will assist the participant if the participant wishes to acquire a car as part of their budgeting process and help the participant to plan carefully for the expenses of vehicle ownership, including loan payments, insurance, registration, fuel, and maintenance but that, in no event and under no circumstance, do the CONTRACTOR, its officials and board members, and its employees or the COUNTY, its elected officials and board members, and its employees accept any liability for participants who choose to drive.
- 18) Lending or Borrowing Money, which specifies that the participant is responsible for all of their personal debt, Additionally the policy will state that CONTRACTOR will educate the participant on the importance of establishing and keeping a good credit rating and, as part of this training, the participant shall request and review a credit report to make sure the information is accurate. Should any discrepancies be found, appropriate steps will be taken by the participant to clear up the inaccuracy in the credit report.
- 19) Dating, which specifies that the participant may date but must follow all established rules, including curfew, visitors, underage drinking, and abstinence from illicit drugs.
- 20) Grounds for Termination, which states that the intent and goal of the THP – Plus program is to help build, strengthen, and sustain the self-reliance and independence of the participant as the participant transitions into a responsible adult living within the community. Further, that every effort will be made to help the participant make positive choices and that termination or removal of the participant from the program is considered a course of last resort. Additionally, the policy shall state that the decision to remove or terminate a participant from the program will be made in consultation with the THP – Plus Program Team and that violations that could result in termination include, but are not limited to:

- i. Illegal activities, including but not limited to using and/or possessing illicit drugs and underage drinking.
  - ii. Repeated violation of program rules.
  - iii. Lack of effort in achieving educational or vocational goals.
  - iv. Lack of cooperation with the THP – Plus Program Team.
  - v. Behavior that is dangerous to the participant or to others.
  - vi. Continued refusal to take medications – Participants will be encouraged to take medications as prescribed by their doctor. If the failure to take such medications results in destructive or self-injurious behavior, law enforcement will be summoned immediately. Continued refusal by the participant to take medications resulting in destructive behavior may result in termination from the program.
- 21) Due Process, which specifies that services for participants will not be discontinued without due process and only after reviewing the grounds for discontinuance with the participant and in consultation with the THP – Plus Program Team, unless the discontinuance is due to the expiration of the term of the participant’s contract and the participant is required to reapply for any future services under the THP-Plus Program.
- 22) Free from Arbitrary and Capricious Rules, which states that the participant will not be subject to arbitrary or capricious rules and that rules will be made only after consultation with the THP – Plus Program Team. Further, that the justification or rationale for all rules will be explained to the participant and that if a participant feels a rule is arbitrary or capricious, he/she may appeal to the CONTRACTOR or to COUNTY.
- 23) Right to Confidentiality, which states that all information and records obtained from or regarding the participant are confidential and will be held private and that CONTRACTOR shall be responsible for safeguarding the confidentiality and privacy of such information and records.
- 24) Right to Privacy, which states that the participant shall have a right to privacy and that CONTRACTOR will respect that right. Further that, except for an emergency, CONTRACTOR will not enter the participant’s residence without permission; however, it is also understood by all parties that the participant has the responsibility to allow reasonable access under program guidelines.

**ATTACHMENT G  
INDIVIDUAL PARTICIPANT FEE SCHEDULE AND COST JUSTIFICATION**

COUNTY shall reimburse CONTRACTOR up to the maximum amount payable as specified in Attachment B, Provision B.1 BASE CONTRACT FEE for THP-Plus services rendered for (Name of Participant), based upon the following monthly rate agreed upon by both parties. CONTRACTOR understands and agrees that in no event shall the monthly rate of service for the participant exceed \$2,748.00.

<b>Participant:</b>		<b>Provider:</b>
<b>Effective Date of Rate:</b>		<b>Rate:</b>
<b>BUDGET</b>		
<b>Personnel Expenses:</b>		<b>Monthly Cost</b>
	Housing Specialist/Property Manager	
	Social Worker and Social Worker Supervision	
	Payroll Taxes and Benefits	
	Subtotal	
<b>Program Expenses:</b>		
	Rental Subsidy	
	Savings/Emancipation Fund Deposit	
	Grocery, cleaning supplies, etc.	
	Utility Assistance	
	Transportation Assistance	
	Other Program Expenses (i.e. personal necessities, clothing, recreation, laundry, etc.)	
	Subtotal	
<b>Indirect Expenses</b>		
	Indirect Costs *	
<b>Total Budget (Rate)</b>		

\*Indirect Costs: Contractor shall provide a breakout of costs, which may include the cost of other program related operating expenses such as: evaluation expenses, audit expenses, office supplies, office rental, insurance, professional development of staff, office utilities, and program management. Total amount claimed for indirect cost shall not exceed 15% of the total costs salaries and benefits claimed for personnel expenses.

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

\_\_\_\_\_  
Authorized Official for COUNTY

\_\_\_\_\_  
Date

Reason for Denial: \_\_\_\_\_





*CONSENT*

*AGENDA*

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# The County of Yuba

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AUDITOR - CONTROLLER

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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

May 20, 2013

TO: BOARD OF SUPERVISORS

FROM: C RICHARD EBERLE, AUDITOR-CONTROLLER *RE*

SUBJECT: 2013-14 RESOLUTION FOR SPECIAL DISTRICTS APPROPRIATION LIMITS

RECOMMENDATION:

Approve and adopt the 2013-14 Appropriation Limits for Special Districts governed by the Board of Supervisors.

BACKGROUND:

Pursuant to Article XIII B California State Constitution the appropriation limits for Special Districts governed by the Board of Supervisors is calculated each fiscal year using the Price and Population per capita as required by R&T 2227 from the Department of Finance.

DISCUSSION:

Approve and adopt the attached resolution to determine the appropriation limits for Special Districts governed by the Board of Supervisors. Attached is Exhibit A computing the Special Districts limit.

FISCAL IMPACT:

None.

COMMITTEE:

Not needed, this is an annual requirement.



EDMUND G. BROWN JR. • GOVERNOR

STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2013

Dear Fiscal Officer:

**Subject: Price and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website:  
<http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS  
Director  
By:

MICHAEL COHEN  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

**2013-14:**

Per Capita Cost of Living Change = 5.12 percent  
 Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio:  $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio:  $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14:  $1.0512 \times 1.0079 = 1.0595$

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

IN RE: )  
 ) RESOLUTION NO. \_\_\_\_\_  
 )  
RESOLUTION OF THE )  
BOARD OF SUPERVISORS OF )  
THE COUNTY OF YUBA TO )  
DETERMINE THE APPROPRIATIONS )  
FOR SPECIAL DISTRICTS UNDER )  
THE COUNTY )

**RESOLVED** by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2013-14 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIII B of the Constitution of the State of California.

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

- AYES:
- NOES:
- ABSENT

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONNA STOTTEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_  
*Angil Morris-Jones*  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES, COUNTY COUNSEL

EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS  
 STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT  
 FOR FISCAL YEAR 2013-14

DISTRICT:	FY 2012-13 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2013-14 LIMIT
Linda Street Lighting District	322,660	1.0512	1.0079 =	1.0595	341,860
County Service Area #2	12,375	1.0512	1.0079 =	1.0595	13,112
County Service Area #4	1,225	1.0512	1.0079 =	1.0595	1,298

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# The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8<sup>th</sup> Street, Ste. 109  
Marysville, California 95901  
(530) 749-7510  
(530) 749-7353 FAX

**TO:** Yuba County Board of Supervisors  
**FROM:** Donna Stottlemeyer, Clerk of the Board of Supervisors *DS/asm*  
**RE:** Amendment to the Employment Agreement for Robert Bendorf,  
County Administrator and Approval of Contract Term  
**DATE:** June 4, 2013

## RECOMMENDATION

It is recommended that the Board of Supervisors approve the amendment to the Employment Agreement for Robert Bendorf, County Administrator and confirm and approve contract term.

## BACKGROUND/DISCUSSION

Per a recent evaluation of the County Administrator, the Board of Supervisors confirmed approval of his contract extension for three years effective December 7, 2013.

In addition, the salary schedule is recommended to be adjusted to include a 5% decrease effective January 1, 2014 at the request of the County Administrator.

## COMMITTEE

Brought directly to the Board.

## FISCAL IMPACT

There is no negative impact to the General Fund.

## SUPERVISORS

**EMPLOYMENT AGREEMENT WITH COUNTY ADMINISTRATIVE OFFICER  
FOR YUBA COUNTY**

This Agreement is effective as of the 7th day of December, 2010, by and between the County of Yuba, a Public Agency County, and Robert Bendorf, an individual who agree as follows:

**Agreement**

**1. Supersedes Prior Employment Agreements.** This Agreement supersedes in its entirety the employment agreement between Yuba County and Mr. Bendorf, dated February 14, 2006.

**2. Continuation of Employment.** The County continues to employ Mr. Bendorf as County Administrator, as of December 7, 2010, subject to the terms and conditions of this Agreement. Mr. Bendorf hereby accepts such employment on the terms and conditions of this Agreement.

**3. Term.** This Agreement will remain in effect through December 31, 2013, unless terminated by one of the parties as provided below. The term of this Agreement will automatically renew on the same terms for one or more successive 3-year terms unless either party provides written notice to the other party at least 12 month's prior to the termination date that the party elects not to automatically renew this Agreement. This Agreement is also subject to renewal or extension on terms agreed to by the parties.

**4. Duties.** Mr. Bendorf will be the chief executive officer of the County of Yuba and work under the direction and control of the County Board of Supervisors. Mr. Bendorf's duties under this Agreement will be those assigned to the office of the County Administrator as described in the job description for the County position as adopted and amended from time to time by the Board of Supervisors, and such other duties and responsibilities as may be assigned by the County Board of Supervisors. The current job description for the County Administrator is attached as Exhibit A.

**5. Work Hours.** Mr. Bendorf will devote his full time, attention and energies to his duties and will be available to work at such times as necessary to fully and competently perform the duties of the position, regardless of the number of hours involved. Mr. Bendorf acknowledges that the duties of his position may require an average of more than 40 hours per week, and that some day-to-day work hours may vary from as high as 12 to 16 hours. Mr. Bendorf will not be compensated for overtime hours worked or otherwise earned, or be entitled to compensatory time off for hours worked in excess of 8 hours per day or 40 hours per week, except as provided in Article 6f of this Agreement. Mr. Bendorf will not engage in any conduct or other employment or business that would unreasonably interfere with his responsibilities and duties to the County or that would reflect unfavorably upon the interests of the County.

**6. Compensation.** For all services to be rendered by Mr. Bendorf under this Agreement, the County will provide to Mr. Bendorf the following salary and benefits:

a. Commencing with the effective date of the contract set forth above, Mr. Bendorf shall be compensated according to the Yuba County Classification System – Basic Salary Schedule which identifies the base gross monthly of the County Administrator at eleven thousand one hundred and thirty nine dollars (\$11,139.00).

b. Mr. Bendorf shall continue to be compensated according to the provisions contained in item 6(a), however, effective January 1, 2014 the base gross monthly salary shall be lowered by 5% and shall be reflected as such in the Yuba County Classification System – Basic Salary Schedule. *(Amended June 4, 2013 by the Board of Supervisors)*

c. The County Board of Supervisors will evaluate Mr. Bendorf's job performance on an annual basis, and consider a merit salary increase.

d. The County Board of Supervisors may, at any time during the term of this Agreement, increase Mr. Bendorf's salary provided that increase, with the exception of the Yuba County Classification Schedule for merit / longevity, is agreed upon through a majority vote by the Board of Supervisors in open session of a regularly scheduled Board meeting.

e. Mr. Bendorf will be eligible for a vehicle allowance of \$300.00 per month if he chooses not to use a County owned vehicle.

f. The County will provide Mr. Bendorf the use of a cell phone and personal computer and related equipment, with costs to be paid by the County.

g. All other employee benefits (including vacation, management and sick leave,

retirement system membership and employer contributions, deferred compensation investment opportunities, employee and dependent coverage on health and dental and other group insurance programs) will be as provided in the County personnel manual and as otherwise provided to other regular full-time County employees, but not including overtime or compensatory time off benefits.

7. **Other Terms and Conditions of Employment.** Mr. Bendorf's employment also will be governed by the County personnel manual, and the parties will comply with all applicable provisions of the manual, provided that, if any term or condition of this Agreement is inconsistent or in conflict with a term or condition of the personnel manual, then the provisions of this Agreement will govern.

8. **Termination.** This Agreement may be terminated in any one of the following ways:
- a. By mutual agreement of the parties, expressed in writing.
  - b. By Mr. Bendorf upon giving to the County not less than three months' prior written notice of his election to terminate.
  - c. By the County, for cause, upon giving to Mr. Bendorf written notice of immediate termination. The written notice of termination will specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of this Agreement for cause; and (2) the opportunity of Mr. Bendorf to be heard before the County Board of Supervisors on the reasons for his termination. If Mr. Bendorf requests a hearing, the hearing will be held at the County Board of Supervisors earliest convenience in a closed session, unless Mr. Bendorf *requests* an open session hearing. After the hearing, the County Board of Supervisors *may* affirm, modify or reverse its decision to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty, habitual neglect of duty, gross insubordination, conviction of a crime involving moral turpitude, conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes County operations, conduct that tends to bring discredit to the County, or conduct unbecoming to an employee in public service, mishandling of County funds, any intentional misrepresentation or fraud in connection with the performance of his duties, or theft of County property.
  - d. By the County, without cause, upon giving to Mr. Bendorf written notice of immediate termination and payment of severance pay in an amount equal to Mr. Bendorf's then monthly salary multiplied by either: (1) 12 months; or (2) the number of months or portions thereof remaining on the current term of this Agreement, whichever is less. In the event of any such termination without cause, Mr. Bendorf will continue to receive County health, dental and other group

insurance benefits for one year after the date of termination, to the extent permitted by the then-applicable insurance plans and benefit programs.

e. Notwithstanding the provisions of any County rule, regulation, policy, procedure or practice to the contrary, upon termination of Mr. Bendorf's employment, whether as a result of refusal to renew/extend the term or of mid-term termination, and whether with or without cause, Mr. Bendorf will not be entitled to any compensation, damages or other monetary award except as specifically authorized by this Agreement.

**9. Entire Agreement.** This writing constitutes the sole, entire, integrated and exclusive contract between the parties respecting Mr. Bendorf's employment by the County and any other contracts, contract terms, understandings, promises or representations not expressly set forth or referenced in this writing are null and void, and of no force and effect.

**10. Notices.** Any notice to be given to Mr. Bendorf will be sufficiently served if given to him personally, or if deposited in the United States Mail, regular pre-paid mail, addressed to him at his most recent residence address as shown on the County of Yuba payroll records, or by electronic mail and receipt is confirmed. Any notice to be given to the County will be addressed and delivered or mailed to the County Board of Supervisors at the County offices.

**11. Successors and Assigns.** This Agreement is personal to Mr. Bendorf. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement will bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

**12. Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by the County must be approved by the County Board of Supervisors at a public meeting. Individual County Board of Supervisors members do not have the authority, express or implied, to amend, modify, waive or in way alter this Agreement or the terms and conditions of Mr. Bendorf's employment.

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

**14. Construction and Interpretation.** The parties 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 will not apply in construing or interpreting this Agreement.

---

*Robert Bendorf, Yuba County Administrative Officer*

---

*Date*

---

*Chairperson, Yuba County Board of Supervisors*

---

*Date*

**Exhibit A**  
**Job Description of *County Administrator***

**CLASS SPECIFICATION**

Yuba County May 1996

**CLASS TITLE:** County Administrator

**FLSA STATUS:** Exempt

**JOB SUMMARY:**

Plans, organizes, coordinates and administers through management staff all County functions and activities; provides policy guidance and program evaluation to appointed managers and elected officials; encourages and facilitates improvement in the provision of services to their customers by County staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organizations and County staff; performs related work as assigned.

**CLASS CHARACTERISTICS:**

Working under policy direction of the Board of Supervisors and in accordance with California law and statutes, the incumbent exercises administrative guidance and oversight of all County activities. Much of this authority is delegated to department heads by the Board of Supervisors; however, the overall coordination and provision of County services is the responsibility of the County Administrator.

**EXAMPLES OF DUTIES:**

**Essential:**

- Plans, organizes, coordinates and directs, through elected officials and appointed managers and administrative staff, the work of the County in accordance with the adopted goals and objectives of the Board of Supervisors.
- Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the County; provides for administrative policies, procedures and work standards to ensure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- Works closely with the Board of Supervisors and related policy bodies such as boards, commissions and committees, a variety of public and private organizations and citizen groups to develop and implement programs and meet goals and objectives.
- Advises the Board of Supervisors on issues and programs; directs the preparation of and recommends long-range plans for County funding and service provision and directs the development of specific proposals for action regarding current and future County needs.
- Directs the work of County administrative support staff; coordinates the filling of Board, committee, commission and other policy group vacancies through appointment or election.
- Coordinates the preparation, implementation and administration of the County's operational, supplemental and capital improvement budgets and the preparation and presentation of appropriate budget and financial reports.
- Represents the Board of Supervisors and the County in contacts with governmental agencies, community groups and various business, professional and legislative organizations, either directly or through subordinate staff.

**Important:**

- Ensures that the Board of Supervisors is kept informed of County program and financial status and of legal, social and economic issues that may effect County programs and operations.
- Uses standard office equipment, including a computer, in the course of the work; drives a personal or County motor vehicle in the course of the work.

**QUALIFICATIONS:**

**Knowledge of:**

- Principles, practices and procedures of public administration in a County government setting.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation, and the management of employees through multiple levels of management.
- Functions, authority, responsibilities and limitations of an elected Board of Supervisors.
- Principles and practices of budget development and administration. Funding sources impacting program development and service delivery.
- Applicable legal guidelines and standards effecting County government.
- Social, political, economic, environmental and related issues influencing local government functions and activities.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.
- Principles and techniques of making effective oral presentations.

**Skill in:**

- Planning, organizing, administering, coordinating, reviewing and evaluating a wide variety of County programs and services through executive management staff.
- Working cooperatively with and accomplishing implementation of the policies of an elected Board of Supervisors and related boards and committees.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- Interpreting, applying and explaining complex laws, codes and regulations.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within general policy guidelines.
- Using tact, discretion and prudence in dealing with those contacted in the course of the work.

**Physical Demands:**

- Mobility to work in a typical office setting, use standard office equipment, and to drive a motor vehicle in order to visit various County sites and attend meetings.
- Vision to read printed materials and a computer screen for prolonged periods of time.
- Hearing and speech to communicate in person or over the telephone.
- Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

**Working Conditions:**

Attend meetings outside of normal working hours.

**Licensing and Certification:**

Possess a valid California Class C driver's license.

**Background:** Any combination of education and experience which provides the required knowledge and skills is acceptable; a typical way of gaining the knowledge and skills is outlined below.

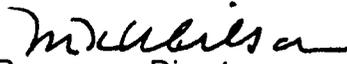
**Minimum:** Equivalent to graduation from a four year college or university with major course work in public or business administration or a field related to the work and significant management experience in a major public agency setting.

**Preferred:** In addition to the above minimum, experience in working directly with an elected Board or Council is highly desirable as is possession of an advanced degree in an appropriate field.

**This class specification lists the major duties and requirements of the job. Incumbent(s) may be expected to perform job-related duties other than those contained in this document.**

**YUBA COUNTY**  
**HUMAN RESOURCES & ORGANIZATIONAL**  
**SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

**DATE:** June 4, 2013  
**TO:** Board of Supervisors   
**FROM:** Martha Wilson, Human Resources Director  
 Suzanne Nobles, Health and Human Services Director

**RECOMMENDATION**

Appoint Michael G. Kinnison, MD, Interim Public Health Officer effective June 8, 2013.

**BACKGROUND**

After twenty-one years of service to the County of Yuba, Dr. Joseph Cassady submitted to the Board of Supervisors notice of his retirement effective June 7, 2013. It is imperative that the County have a Public Health Officer at all times.

**DISCUSSION**

Health and Safety Code sections 101,000 through 101,010 provide that the Board of Supervisors shall appoint a health officer who is a county officer and is a graduate of a medical college in good standing and repute. Human Resources is in the process of establishing a recruitment process for the Health Officer position, which can take up to six months to complete. Dr. Kinnison meets the qualifications and requirements of the position and has agreed to fulfill the duties of the Public Health Officer until a permanent appointment can be made.

**COMMITTEE**

This item has bypassed committee due to limited Board of Supervisors meetings and a pressing recruitment concern.

**FISCAL IMPACT**

There is no general fund impact associated with this change. The position is presently fully funded.

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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

MAY 14, 2013 – MINUTES

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

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

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

## A. Board of Supervisors

1. Appoint Andy Vasquez as First Five Yuba Commissioner and John Nicoletti as alternate effective June 1, 2013. (No background material) (181-13) County Counsel Angil Morris-Jones advised correct effective date is July 1, 2013. Approved.

## B. Clerk of the Board of Supervisors

1. Appoint Vera Correa to the Yuba County Planning Commission as the District Three Representative for a term to expire January 10, 2017. (182-13) Approved.
2. Reappoint Melinda Staples to the First Five Yuba Commission for a term to end April 25, 2016. (183-13) Approved.

## C. Community Development and Services

1. Adopt resolution authorizing Right of Way purchase from AWW2, L.P., being a portion of APN 020-040-043 and authorizing the Public Work Director to execute all documents required to finalize said purchase. (184-13)  
 Adopted Resolution No. 2013-46, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE PURCHASE OF RIGHT OF WAY FROM AWW2, L.P., BEING A PORTION OF APN 020-040-043 AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS REQUIRED TO FINALIZE SAID PURCHASE."

2. Award contract to Quincy Engineering, Inc. for professional design services for the Spring Valley Road Bridge Replacement project and authorize the Chair to execute same. (185-13) Approved.
3. Award contract to Knife River Construction, apparent low bidder, for Hammonton Smartsville Road shoulder widening and overlay project and authorize the Chair to execute upon review and approval of County Counsel. (186-13) Approved.

D. Emergency Services

1. Adopt resolution authorizing the Yuba County Sheriff's Office, Health and Human Services Department and Office of Emergency services to execute a Memorandum of Understanding with Beale Air Force Base for the purpose of coordinating the Strategic National Stockpile (SNS), and authorize the Chair to execute same. (188-13)  
Adopted Resolution No. 2013-47, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE YUBA COUNTY SHERIFF'S OFFICE, THE HEALTH AND HUMAN SERVICES DEPARTMENT AND OFFICE OF EMERGENCY SERVICES TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BEALE AIR FORCE BASE FOR THE PURPOSE OF COORDINATING THE STRATEGIC NATIONAL STOCKPILE (SNS)."

E. Health and Human Services

1. Adopt resolution authorizing the Chair to execute Counseling and Therapeutic Services agreements for Child Welfare Services - Health and Human Services (Ten minute estimate) (189-13)  
Adopted Resolution No. 2013-48, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE ON BEHALF OF THE COUNTY OF YUBA COUNSELING AND THERAPEUTIC SERVICES AGREEMENTS FOR CHILD WELFARE SERVICES."
2. Adopt resolution authorizing the Director of Health and Human Services to execute specific new and ongoing contracts, agreements, cooperative agreements, grants, memorandums of understanding in an amount less than \$50,000 for Fiscal Year 2013/2014 or multi-years, and authorizing the Chair to accept funds. (Human Services Committee recommends approval) (190-13) Adopted Resolution No. 2013-49, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF HEALTH AND HUMAN SERVICES DEPARTMENT TO EXECUTE CERTAIN CONTRACTS, AGREEMENTS, COOPERATIVE AGREEMENTS, GRANTS, MEMORANDUMS OF UNDERSTANDING FOR FISCAL YEAR 2013/2014 OR MULTI-YEARS AS LISTED AND AUTHORIZING THE CHAIR TO ACCEPT FUNDS."
3. Authorize Budget Transfer in the amount of \$531,750 from Account No. 100-0000-361-45-00 (State/Social Services Administration) to various line items for upgrade of Local Area Network with Presidio Network Solutions. (191-13) Authorized.

IV. SPECIAL PRESENTATION

- A. Receive Sheriff's Department's 2012 Annual Report and presentation. (Fifteen minute estimate) (192-13)  
Sheriff Durfor recapped the following, and responded to Board inquiries:
  - Current staffing levels
    - 22 vacancies through attrition and restructuring
  - Criminal Justice realignment

- Jail housing approx 400 inmates per day
- Adult Offender Work program
- Day Report Center services provided
  - Anger management, life skills, GED courses
- Decline in violent crimes
- Retirement and Succession Planning
- 2012 Jail Inspections
- 2012 Western States K-9 competition
- Upcoming activities:
  - Western States Canine competition August 2013
  - Annual SWAT competition October 2013

Sheriff Durfor responded to concerns expressed by Joan Lewis, Arboga, regarding levee patrols, staffing levels and equipment.

V. PUBLIC COMMUNICATIONS:

County Administrator Robert Bendorf announced receipt of the Nancy Ferreira Leadership award from United Way on behalf of Yuba County Employees, in addition to a Senate Resolution from Senator Jim Nielsen and Congressional Commendation from Congressman John Garamendi.

VI. COUNTY DEPARTMENTS

A. Auditor-Controller

1. Authorize Budget Transfer in the total amount of \$24,575 from salaries and benefits to Account No. 101-0400-412-1700 (Equipment) to provide for technology upgrades. (193-13) Auditor Rich Eberle recapped modernization of equipment and responded to Board inquiries.

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

B. Board of Supervisors

1. Appoint one at-large representative to the Yuba County Fish and Game Advisory Commission for a term to end July 24, 2015. (Five minute estimate) (194-13)

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

C. County Administrator

1. Adopt resolution repealing and reenacting certain sections of the Yuba County Administrative Policy and Procedures Manual. (Finance and Administration Committee recommends approval) (187-13) Management Analyst Grace Mull recapped updates and responded to Board inquiries.

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

Adopted Resolution No. 2013-50, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION REPEALING AND ENACTING CERTAIN SECTIONS OF THE YUBA COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL."

2. Adopt resolutions amending the position allocation and basic salary schedules establishing a Chief Information Officer in the information technology division of Administrative Services. (Ten minute estimate) (195-13)  
County Administrator Robert Bendorf recapped request and responded to Board inquiries.

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

Adopted Resolutions No. 2013-51 and 52 which on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE DEPARTMENTAL POSITION ALLOCATION SCHEDULE"; and "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE," effective June 1, 2013 as it relates to Administrative Services Chief Information Officer.

3. Authorize payment in the amount of \$17,633 from Fund 266 (Miscellaneous Housing Administrative Funds) to State Department of Housing and Community Development to fulfill demand letter received on March 25, 2013 for Yuba County Housing and Community Services program reimbursements. (Ten minute estimate) (203-13) Planning Director Wendy Hartman and Housing Manager Kimberly Grimes recapped request and responded to Board inquiries.

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

4. Authorize payment in the total amount of \$35,161 from Account 278 Economic Development Program Income for \$25,000 and \$10,161 from General Fund Contingencies to State Department of Housing and Community Development (HCD) in order to fulfill demand letter received on March 25, 2013 for the Business Assistance Loan Program. (Thirty minute estimate) (204-13) Economic Development Coordinator John Fleming and President Brynda Stranix recapped payment request and responded to Board inquiries.

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

D. Treasurer-Tax Collector

1. Authorize transfer of unclaimed monies to the General Fund for the following: Prisoner Fund Trust \$3,049.90 - Secured Holding Trust \$114.44 - Unsecured Holding Trust \$745.61 - Refund Transfer Fund \$177.83. (Ten minute estimate) (196-13) Treasurer Tax-Collector Dan Mierzwa recapped unclaimed funds and responded to Board inquiries.

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

VII. ORDINANCE AND PUBLIC HEARINGS

- A. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5952 Park Avenue (Murry A. Kay), Linda in the amount of \$5,530.76. (197-13) Chief Code Enforcement Officer Jeremy Strang provided a PowerPoint Presentation and responded in Board inquiries.

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

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

- B. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5878 'G' Riverside Drive (Harold Ervine Coones), West Linda in the amount of \$8,033. (198-13) Chief Code Enforcement Officer Jeremy Strang provided a PowerPoint Presentation and responded in Board inquiries.

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

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

- C. Public Hearing - Hold hearing and adopt findings of facts, conclusion of law and orders authorizing assessment of administrative and summary abatement costs and recording of lien regarding 5872 'E' Riverside Drive (W.D. Jr. and Juanita Cozine), Linda in the amount of \$7,158. (199-13) Chief Code Enforcement Officer Jeremy Strang provided a PowerPoint Presentation and responded in Board inquiries.

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

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

- D. Public Hearing - Hold public hearing and adopt resolution confirming the diagram and assessments within Gledhill Landscaping and Lighting District. (Five minute estimate) (200-13) Director Mike Lee provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close public hearing and adopt findings

MOVED: Hal Stocker SECOND: Mary Jane Griego

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolutions No. 2013-53, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION CONFIRMING THE DIAGRAM AND ASSESSMENTS WITHIN GLEDHILL LANDSCAPING AND LIGHTING DISTRICT."

- E. Public Hearing - Hold public hearing and adopt resolution determining and imposing assessment within Linda Street Lighting Maintenance District. (Five minute estimate) (201-13) Director Mike Lee provided a brief recap and responded to Board inquiries.

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

MOTION: Move to close public hearing and adopt MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

Adopted Resolutions No. 2013-54, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION DETERMINING AND IMPOSING ASSESSMENT WITHIN LINDA STREET LIGHTING MAINTENANCE DISTRICT."

VIII. CORRESPONDENCE - (202-13)

- A. Two Notices from California Fish and Game Commission regarding regulatory action to Depredation Permit Application and Form, Bobcat Depredation, and commercial/ passenger fishing reports and logbooks. Accepted

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- o Local Government Commission telephone conference on May 10, 2013
- o Basketball fundraiser Olivehurst Fire Department vs Yuba County Sheriff's Department held May 10, 2013
- o SACOG Board of Directors meeting Thursday, May 16, 2013

Supervisor Stocker:

- o Solar Project on Agricultural land
- o Received Board consensus to work with Mr. Richard Boyd regarding his question regarding the County's definition of health

Supervisor Abe:

- Public to Private Partnership meeting held May 10, 2013 at Beale Air Force Base
- ACWA Conference held May 7 – 9, 2013 in Sacramento
- Memorial Adjournment - Ms. Shirleybelle Ross and Mr. Chester Stineman Jr

Supervisor Griego left the meeting at 11:09 a.m. and returned at 11:11 a.m.

Supervisor Vasquez: Latino conference held May 11, 2013 in Monterey

- X. CLOSED SESSION: The Board retired into closed session at 11:13 a.m. and returned at 11:37 a.m. will all present as indicated above.
- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-180-056, 061, 062, 066/Barbour, Merlynn Negotiating Parties: Mike Lee Negotiation: Terms and Price Direction provided.
- B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA/Unrepresented and County of Yuba No report.
- XI. ADJOURN: 11:37 a.m. by Chairman Vasquez in memory of Ms. Shirleybelle Ross and Mr. Chester Stineman.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

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

# The County of Yuba

BOARD OF SUPERVISORS



May 21, 2013 - MINUTES

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

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

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

## A. Administrative Services

1. Approve lease agreement with Brian J. Van Dyke for corporate hanger site no. 11, hangar no. six and authorize the Chairman to execute same. (205-13) Approved.
2. Adopt resolution authorizing County participation in California State Fair Exhibit Program for next five years, award of any premium monies to Marysville Future Farmers of America, and authorizing Administrative Services Director to execute entry form. (206-13) Adopted Resolution No. 2013-55, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING COUNTY PARTICIPATION IN THE CALIFORNIA STATE FAIR COUNTIES EXHIBIT PROGRAM FOR THE NEXT FIVE YEARS; AWARD ANY PREMIUM MONIES TO MARYSVILLE FFA; AN FURTHER AUTHORIZE THE DIRECTOR OF ADMINISTRATIVE SERVICES TO EXECUTE THE ENTRY FORM ON THE COUNTY'S BEHALF."

## B. Clerk of the Board of Supervisors

1. Approve meeting minutes of May 7, 2013. (207-13) Approved as written.

## C. Treasurer-Tax Collector

1. Approve discharging Treasurer-Tax Collector from accountability for collection of taxes, penalties and interest on Unsecured Property Taxes in the total amount of \$15,466.23. (208-13) Approved.

D. Board of Supervisors

1. Approve letter to Western Area Power Administration opposing clearing of crops from beneath power transmission lines. (213-12) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation honoring National Nurses Week May 6 - 12, 2013. (Ten minute estimate) (209-13) Chairman Vasquez read and presented the proclamation to Ms. Sara Ford and Ms. Jennifer Townsend-Vera of Rideout Health.

V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. Auditor-Controller

1. Receive audit report for the County of Yuba dated June 30, 2012. (Fifteen minute estimate) (210-13) Auditor Rich Eberle and Richard Gonzales, Gallina, recapped the report and responded to Board inquires.

B. Yuba-Sutter Economic Development Corporation

1. Adopt resolution approving the 2013-2014 Comprehensive Economic Development Strategy and Program Projection for the Yuba-Sutter Economic Development District as prepared and recommended by Yuba-Sutter Economic Development Corporation and the Comprehensive Economic Development Strategy Committee. (Ten minute estimate) (211-13) District Director Brynda Stranix recapped the strategy and program projection responding to Board inquiries and comments.

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

Adopted Resolution No. 2013-56, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION APPROVING THE 2013-2014 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY AND PROGRAM PROJECTION FOR THE YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT AS PREPARED AND RECOMMENDED BY YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE."

VII. CORRESPONDENCE - (212-13)

- A. Letter from City of Wheatland Mayor West regarding a tax sharing agreement between the city and county. Referred to staff to work with City staff
- B. Notice from California Department of Fish and Game regarding abalone sport fishing. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Meetings attended:
  - First 5 Yuba Commission workshop held May 17, 2013

- SACOG Directors and committee meetings May 16, 2013
- Yuba-Sutter Transit Authority Directors meeting May 16, 2013
- Attending upcoming Tree Foundation Heroes Award
- South County Economic Committee meeting May 23, 2013

Supervisor Nicoletti:

- Beale Community event
- Congressman Garamendi Water Plan to be discussed at upcoming Water Agency meeting
- Browns Valley Elementary School event on June 12, 2013
- Peach Tree Health Care Board retreat May 14, 2013
- Memorial Adjournment - Mr. Rex Rollins

Supervisor Stocker:

- Memorial Adjournment - Mr. Joseph Paul, Mr. Walter Shackelford, Mr. Robert Swift, Ms. Tania Fox
- North Yuba Grow event in foothills June 1, 2013
- Conversation with Mr. Richard Boyd regarding health definition and health issues of smoking, cancer, and obesity

Supervisor Abe:

- Meetings attended:
  - Integrated regional water workshop meeting in Redding
  - NCCC Directors meeting May 16, 2013 - 2 meetings
- Planted walnut trees May 17, 2013

- IX. CLOSED SESSION: The Board retired into closed session at 10:52 a.m. and returned at a.m. with all present as indicated above.
- A. Pending litigation pursuant to Government Code §54956.9(a) - Hedrick vs. Grant Information provided.
  - B. Personnel pursuant to Government Code §54957 - Public Appointment Public Health Officer Direction given.
  - C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDAA/DSA/MSA/PPOA Unrepresented and County of Yuba Information provided.
- X. ADJOURN: 11:19 a.m. in memory of Ms. Tania Fox, Mr. Joseph Paul, Mr. Walter Shackelford, Mr. Robert Swift, and Mr. Rex Rollins.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

DATE: May 15, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: MICHAEL LEE, COUNTY SURVEYOR  
SUBJ: FINAL MAPS UNDER REVIEW PENDING APPROVAL

\*\*\*\*\*

### NOTICE TO BOARD OF SUPERVISORS

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Subdivision Ordinance §11.15.440 and §11.15.445, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval and acceptance of offers of dedications:

#### **Tract Map No. 2007-0009, Montrose at Edgewater Unit 3 for Woodside 05N, LP, APN 019-650-004**

This map, consisting of 6 sheets, encompasses a total of 16.67 acres, lying south of Linda Avenue and west of Griffith Avenue, and is the final phase of the conditionally approved Tentative Subdivision Tract Map 2003-0038, Montrose at Edgewater. Situated north and west of the previously filed Phases 1 and 2, it consists of 59 single family residential lots together with offers of dedication for interior roads and public service and landscape easements.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2003-38.

Note: Map copies of the above referenced project are available for review in the Clerk of the Board of Supervisors office or from the County Surveyor, Department of Public Works.

  
\_\_\_\_\_  
Michael Lee, County Surveyor













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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  
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**FINANCE AND ADMINISTRATION**  
 749-5430 • Fax 749-5434

June 4, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH DRAKE HAGLAN AND ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR THE WALDO ROAD BRIDGE REPLACEMENT PROJECT

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute the agreement with Drake Haglan and Associates to provide professional design guidance services to perform work for the Waldo Road Bridge Replacement Project.

### BACKGROUND:

The existing bridge along Waldo Road is currently rated as structurally deficient and is in need of replacement. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. Funds for preliminary engineering work have been authorized and a request for proposals for professional design guidance services was circulated. The County received three proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to Drake Haglan and Associates in the amount of \$149,985. Construction of the bridge is tentatively scheduled for 2016.

### DISCUSSION:

The work provided will consist of design guidance services for the bridge structure. The County will be responsible for roadway design, right of way acquisition, utility coordination, and project management. The purpose of this project is to replace a structurally deficient bridge with a new structure that meets current standards.

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

Design guidance services for the preparation of the bridge plans, specifications and estimate will not exceed \$149,985. The design for this project will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.

**AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT for Professional Engineering services for the Waldo Road over Dry Creek Bridge Replacement Project, Bridge No. 16C0006 ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Drake Haglan & Associates  
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: April 22, 2013

Termination Date: April 21, 2016

The term of this Agreement shall become effective on April 22 2013, and shall continue in force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

**3. PAYMENT.**

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

**7. DESIGNATED REPRESENTATIVES.**

Director of Public Works is the representative of the COUNTY and will administer this Agreement for the COUNTY. Eli Aramouni is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions

9. **TERMINATION.** COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

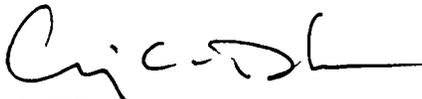
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on June 4, 2013.

"COUNTY"  
COUNTY OF YUBA

"CONSULTANT"

\_\_\_\_\_  
Board of Supervisors, Chair

  
\_\_\_\_\_  
CRAIG C. DRAKE, CFO  
Drake Haglan & Associates

INSURANCE PROVISIONS APPROVED

  
\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

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

**COUNTY OF YUBA**

Drake Haglan & Associates – Waldo Road over Dry Creek Bridge Replacement Project, Bridge  
No. 16C0006

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included in the attachment labeled Exhibit A: Scope of Work which is made part of this agreement.

**A.2. TIME SERVICES RENDERED.** The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.** As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.** CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

**COUNTY OF YUBA**

Drake Haglan & Associates – Waldo Road over Dry Creek Bridge Replacement Project, Bridge  
No. 16C0006

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED EIGHTY FIVE dollars (\$149,985.00); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED EIGHTY FIVE dollars (\$149,985.00) without a formal written amendment to this Agreement approved by the COUNTY.

**B.2 TRAVEL COSTS.** COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

**COUNTY OF YUBA**

Drake Haglan & Associates – Waldo Road over Dry Creek Bridge Replacement Project, Bridge  
No. 16C0006

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

**C.1 FUNDING.** CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

**C.2 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.**

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations.

CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RECORDS AND REPORTING.** CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions. In conjunction with records retention and access, CONSULTANT will provide any reporting information necessary to meet federal reporting requirements.

**C.5 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

**C.6 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.7 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

**C.8 COPYRIGHTS, PATENT AND TRADEMARKS.** CONSULTANT guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork incorporated into the provided product are owned by the CONSULTANT, provided and owned by the COUNTY or the CONSULTANT has permissions from the rightful owner to use each of these elements. The CONSULTANT will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONSULTANT.

**C.9 DEBARMENT.** COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at [www.epls.gov](http://www.epls.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

**C.10 FEDERAL FUNDING.** This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTs and consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: [www.dol.gov/compliance/guide/cwhssa.htm](http://www.dol.gov/compliance/guide/cwhssa.htm) and [www.dol.gov/compliance/guide/kickback.htm](http://www.dol.gov/compliance/guide/kickback.htm). Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

**C.11 COST PRINCIPLES.** The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the LOCAL AGENCY.

**C.12 CONTINGENT FEES.** The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**C.13 EQUIPMENT PURCHASE.** Prior authorization in writing, by the LOCAL AGENCY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the LOCAL AGENCY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project. All subcontracts in excess \$25,000 shall contain the above provisions.

**C.14 CONFLICT OF INTEREST.** The CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in

connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

**COUNTY OF YUBA**

Drake Haglan & Associates – Waldo Road over Dry Creek Bridge Replacement Project, Bridge  
No. 16C0006

**ATTACHMENT D**

**GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:

**D.1.1** All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**D.1.2** CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

**D.1.3** CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

**D.1.4** As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

**D.1.5** CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

**D.1.6** If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

**D.1.7** As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

**D.3 TIME.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.4 INDEMNITY.** CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

**D.5 CONSULTANT NOT AGENT.** Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.6 ASSIGNMENT PROHIBITED.** CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.7 PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT.

In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its

attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Public Works  
County of Yuba  
Attn: Director of Public Works  
915 8<sup>th</sup> Street  
Suite 125  
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Drake Haglan & Associates  
Attn: Eli Aramouni  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670

**COUNTY OF YUBA**

Drake Haglan & Associates – Waldo Road over Dry Creek Bridge Replacement Project, Bridge  
No. 16C0006

**Attachment E – Insurance Provisions**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

**COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT**

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

***Waiver of Subrogation***

CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

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

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

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

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

CONSULTANT shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## EXHIBIT A

## WALDO ROAD BRIDGE OVER DRY CREEK

## SCOPE OF WORK

**TASK 1 – Project Management**

This task consists of the many project management and coordination tasks required to manage to project.

Project Team Oversight—Provide oversight, direction and coordination to the project team, the COUNTY and other stakeholders in the project.

Quality Control—Prepare and maintain a quality control plan. All submittals and external documents will be subject to a quality control review by a senior level engineer or manager to assure that high quality products are provided to the COUNTY.

Progress Reports and Invoices—Provide progress reports monthly to coincide with invoices to report progress, status, upcoming tasks and potential issues.

Administrative Tasks—Perform administrative functions, including filing, word-processing, meeting coordination, and mailings.

Project Kickoff Meeting—Coordinate, attend and document the project kickoff meeting with the design team, the COUNTY and other key agencies as needed and as required to establish liaison, schedule key milestones, coordinate team/COUNTY expectations and finalize the scope. This will include a discussion of potential project alternatives.

Project Design Team Coordination Meetings— DHA will coordinate, and project team members will attend Project Design Team (PDT) Coordination meetings to discuss progress and project development matters. At these meetings, team members will have an opportunity to monitor and provide input to the project development progress. DHA will prepare meeting notes for these meeting.

Communication—Regular communications will be facilitated through the Project Manager. The Project Manager will be the "single point of contact" for correspondence and other communications.

**TASK 2 – Survey & Base Mapping (BY COUNTY)**

The COUNTY shall provide the following required survey and mapping information to DHA:

- Topographic Mapping: Survey control shall be based upon existing horizontal and vertical control monumentation. Contour interval shall be one foot. The location and elevations of existing improvements and existing visible surface utility facilities within 20 feet of the existing right-of-way line shall be obtained/verified by field survey.
- Bridge Site Topography: Detailed bridge site topography shall include the bridge and 100' north and south of the bridge abutments. Total width shall be 150', centered on the proposed centerline of the structure. Contour interval shall be 1'.
- Boundary Surveys: Existing right-of-way boundaries will be included on the base map. Existing monumentation and property lines shall be identified.

**TASK 3 – Preliminary Engineering****TASK 3A– Preliminary Design Support**

DHA shall provide preliminary engineering technical design support on an as needed basis to the COUNTY. This may include technical support/assistance, roadway design alternatives, bridge type selection, or other services as requested by the COUNTY. This scope assumes that the COUNTY is interested in preparing the necessary civil plans and bridge design calculations. It is anticipated that the following support will be provided:

1. Assist the COUNTY in refining the preferred approach roadway alternative
2. Assist the COUNTY in laying out the bridge
3. Assist the COUNTY in preparing the bridge type selection report
4. Assist the COUNTY in preparing the design of the bridge and approach roadway, environmental coordination, and finalizing the PS&E package for advertising and construction.

The key and the most important decision of the bridge design process lies in laying out the bridge and the span configuration early on in the process. Based on the survey information, the topo, and the hydraulics information, DHA will assist the COUNTY in investigating different bridge types based on cost, constructability,



and environmental considerations. Various structure types such as a reinforced or prestressed box girder, precast voided slab or precast I-girder will be discussed and considered during the process. DHA recommends using standard design and details where possible (short seat abutments, standard wingwalls, standard slab details, etc.) to ensure lower construction costs. Please note the most recent LRFD design methodology will be used as the design guideline.

#### **TASK 3B– Hydrology & Hydraulics Studies & Reports (By County)**

DHA shall provide input to the COUNTY for use in the Hydraulics document preparation, if required.

#### **TASK 4 – Geotechnical Investigation**

Geotechnical studies for the Waldo Road Bridge will be performed by DHA Team member Group Delta and are proposed to include a Preliminary Geotechnical Report and a Foundation Report for the proposed bridge.

##### **Task 4.1 - Field Investigation and Laboratory Testing**

For the Waldo Road Bridge project, Group Delta proposes the following work to perform the Geotechnical Investigations:

- Visit the site to mark out in white paint the proposed boring locations and call USA North Dig Alert a minimum of 48-hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction (boring) permit from Yuba County DEH to perform borings at the project site.
- Obtain an encroachment permit to perform work within Yuba County Right-of-Way (at no cost).
- Have previously obtained Permission to Enter the State, County, and property adjacent to the project to perform the soil boring work.
- Drill one soil boring at each of the abutment substructure locations (total two) to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.
- Drill one boring near one of the pier locations (most accessible based upon environmental requirements) to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.
- Drill a minimum of one (1) boring within the limits of the north roadway realignment to better characterize the roadway cut through the bedrock identified at the site.
- Drill two (2) shallow borings for the realigned roadway to obtain disturbed and bulk soil samples for new structural pavement section design.

Based upon a review of the published geology, As-built bridge plans and LOTS, and observations made during the site visit, the site is underlain by a shallow veneer of residual soil overlying the parent bedrock. There were identified alluvial deposits near the creek which transitions to residual soils from the parent meta-volcanic bedrock and increases in thickness as you go from north to south. This information will be used in conjunction with the bottom of footing information and the As-built LOTS information to profile bedrock along the new bridge alignment.

- At this time, traffic control not required as none of the propose borings are to be performed within the existing roadway.
- An engineer or geologist will be onsite full time logging the recovered soil samples as drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- The borings will be backfilled with lean cement grout in accordance with State Water Quality Control Board requirements.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.

The descriptions of the soils encountered soils and rock, summary of laboratory testing, and locations of the borings will be provided on a Log of Test Borings (LOTS) prepared in accordance with Caltrans requirements.

The deliverable is a completed Log of Test Boring for the new bridge.



**Task 4.2 - Foundation Report**

A Bridge Foundation Report will be prepared in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for design and construction of the bridge replacement. The report will include the following:

- A project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the project.
- A summary of the identified site soils, summary of the laboratory testing results, and a Log of Test Borings with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the proposed project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A liquefaction evaluation of the identified site soils. At this time the chance of liquefaction occurring at the site is low.
- An engineering soil profile of the project site which will be used to aid in the design of the proposed foundations.
- The results of the grain size determination of the site soils will be provided for use in determining the predicted scour at the site based upon the proposed bridge configuration.
- At this time, it is anticipated the foundations will consist of shallow spread foundations bearing on bedrock identified in the bottom of the existing channel keyed in per FHWA Scour Guidelines.
- Approach grading recommendations will be provided to aid in the temporary construction staging and any profile correction work.
- New flexible structural pavement section recommendations will be provided.
- Contract Standard Special Provision (SSP) language will also be prepared for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding and therefore reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

A draft Bridge Foundation Report will be prepared and submitted for review and comment. Upon receipt of all review comments a final Bridge Foundation Report will be submitted for project approval and use in developing the final Contract Documents.

The deliverable is an approved Bridge Foundation Report.

**TASK 5 – Environmental Studies (BY COUNTY)**

DHA shall provide input to an APE Map and Project Description prepared by the COUNTY for use in the environmental document preparation, if required.

**TASK 6 – Permitting (BY COUNTY)**

DHA shall provide input to the COUNTY for use in the Permitting document preparation, if required.

**TASK 7 – Utility Coordination (BY COUNTY)**

DHA shall provide input to the COUNTY for use in the Utility Design, if required.

**TASK 8 – ROW Certification (BY COUNTY)**

DHA shall provide input to the COUNTY for use in the ROW Certification, if required.

**TASK 9 – Final Design & Engineering**

**TASK 9A 65% Design**

DHA shall provide final engineering technical design support on an as needed basis to the COUNTY. This may include technical support/assistance or other services as requested by the COUNTY. This scope assumes that the COUNTY is interested in preparing the necessary design calculations. It is anticipated that the following support will be provided:

1. Provide technical assistance to the COUNTY in preparing the approach roadway design and the Civil Plans.



2. Provide technical assistance to the COUNTY in preparing design input into CTBRIDGE (Bridge superstructure software) and CONSPAN (Precast Girder Design Software).
3. Assist the COUNTY in designing the superstructure including fundamentals of loads and stresses.
4. Provide technical assistance to the COUNTY in preparing the design input into VBENT (substructure software).
5. Assist the COUNTY in interpreting the results from VBENT and checking the axial loads and bent designs, if required.
6. Provide technical assistance to the COUNTY in analyzing the proposed structure for seismic loads.
7. Provide technical assistance to the COUNTY in designing the abutments and piers and their foundations.
8. Provide drafting services to the COUNTY in preparing the bridge plans.

#### **TASK 9B Independent Check**

Once the bridge design and plans are complete, a DHA project staff engineer will perform an independent check of the bridge. This check will include calculations to verify structure layout, geometry and conformance with the bridge design criteria. Check calculations will be sealed by a CA Registered Engineer. It is anticipated that the following check calculations will be required:

##### Bridge Design Check

- The independent check of the superstructure will be completed by comparing the design shown on the plans.
- Substructure and Pier Foundations: an independent check of the substructure pier foundations will be prepared.
- Abutments: the abutments will be checked using the ABUT program. The abutment shear key capacity will be calculated to ensure the shear capacity meets Caltrans SDC requirements.
- The wingwalls and retaining walls will be checked to ensure structural adequacy.
- The independent check engineer will review the hydraulic and geotechnical reports to ensure that the recommendations are consistent with and incorporated into the design.

The independent check engineer will send comments; along with a "marked-up" set of plans to the COUNTY design Engineer. The Independent check Engineer will assist the COUNTY design engineer to resolve all discrepancies.

#### **TASK 9C Prepare Quantities and Cost Estimate**

Once the bridge design has been completed and an independent check been prepared, DHA will prepare a set of bridge quantities. DHA will also prepare the design check set of quantities. The quantities shall follow the guidelines outlined in Section 11 of the Caltrans Bridge Design Aids manual. DHA shall also prepare an "Engineer's Opinion of Probable Construction Cost" for the bridge items to be included with the roadway estimate prepared by the County.

#### **TASK 9D Prepare Special Provisions**

Once the bridge design has been completed and an independent check been prepared, DHA will in develop the bridge technical specifications following Caltrans 2010 format for preparing specifications. The special provisions will be sealed by a CA Registered Engineer.

#### **TASK 10 – Bidding & Award Assistance**

DAH will provide on-going consultation and interpretation of construction documents during the construction of the proposed project including answering and documenting questions from prospective bidders, preparation of addenda (if required), and bid analysis as requested.

#### **TASK 11 – Construction Support Assistance**

DHA will be available to provide on-going consultation and interpretation of construction documents during the construction of the proposed project. Construction support services will include:

- Attend pre-construction meeting
- Review and approve all submittals and shop drawings
- Provide on-going consultation and interpretation of contract documents, as requested
- Prepare plan and/or specification modification for contract change orders
- Site visits as requested

#### **TASK 12 – As-Built Plans**

DHA will assist the COUNTY in preparing and delivering the final As-Built Plans using marked prints provided by the Construction Resident Engineer.





March 27, 2013

Drake Haglan & Associates  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670  
(916) 363-4210

Attention: Eli Aramouni, PE

Certified MBE

Structural Engineering

Geology

Hydrology

Environmental Engineering

Material Testing & Inspection

General Services

Subject: Proposal for Geotechnical Design Services  
WALDO ROAD BRIDGE AT DRY CREEK (16C-0006)  
Yuba County, California  
Group Delta Proposal No. S13-001

Mr. Aramouni:

In response to your request, Group Delta Consultants, Inc. are pleased to submit this proposal for providing geotechnical design services for the subject project. Group Delta Consultants, Inc. (Group Delta) is a geotechnical firm that has been in business since 1986, with offices in Roseville, San Diego, Ontario, Irvine, Torrance, and Victorville.

## PROJECT DESCRIPTION

Based on a review of the Yuba County RFP, review of the available As-built data, site visit to observe the existing site conditions, and discussions with Drake Haglan & Associates (DHA), our understanding of the project is as follows:

- The existing Waldo Road Bridge consists of single-span thru-steel built-up member truss main span with short three-span approaches which crosses the low flow channel of Dry Creek. The abutments are full-height with angled wing walls retaining the approach roadway fills. Based upon available As-built data, all of the piers and the abutments are supported by shallow foundations bearing directly on meta-volcanic bedrock. At the time of our site visit, there was evidence flood waters reached near the roadway level beyond the approaches of the bridge by debris and grass matted up against the barbed wire fencing along the north approach and deep water ponding at the south approach.
- A new bridge is planned to be constructed just east upstream of the existing one. Based upon information provided by the County, this bridge is going to be a three-span structure (either PC/PS concrete girder or CIP/PS box girder) approximately 240-feet in overall length.
- New roadway and approach work will extend beyond the new bridge approximately 500-feet north and 300-feet south as measured from the ends of the new bridge.

## **SCOPE OF SERVICES**

Our proposed scope of services will consist of performing the required field exploration, laboratory testing, and report documents to facilitate the design and preparation of the construction packages for the bridge and roadway approach construction.

### **Task 4 - Geotechnical Investigations**

#### **4.1 – Field Investigation and Laboratory Testing**

For the Waldo Road Bridge project, Group Delta proposes the following work to perform the Geotechnical Investigations:

- Visit the site to mark out in white paint the proposed boring locations and call USA North Dig Alert a minimum of 48-hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction (boring) permit from Yuba County DEH to perform borings at the project site.
- Obtain an encroachment permit to perform work within Yuba County Right-of-Way (at no cost).
- Have previously obtained Permission to Enter the State, County, and property adjacent to the project to perform the soil boring work.
- Drill one (1) soil boring near Abutment 1/Pier 2 locations (most accessible based upon environmental requirements) to obtain disturbed and relatively undisturbed representative soil and rock samples for use in better characterizing the soil and rock conditions at the proposed foundation locations.
- Drill one (1) boring near Pier 3/Abutment 4 locations (most accessible based upon environmental requirements) to obtain disturbed and relatively undisturbed representative soil and rock samples for use in better characterizing the soil and rock conditions at the proposed foundation locations.
- Drill one (1) boring within the limits of the north roadway realignment to better characterize the roadway cut through the bedrock identified at the site.
- Drill two (2) shallow (less than 5') borings for the realigned roadway to obtain disturbed and bulk soil samples for new structural pavement section design.
- All the borings will be backfilled with cuttings and additional cuttings will be lost on site.
- Based upon a review of the published geology, As-built bridge plans and LOTB, and observations made during the site visit, the site is underlain by a shallow

veneer of residual soil overlying the parent bedrock. There were identified alluvial deposits near the creek which transitions to residual soils from the parent meta-volcanic bedrock and increases in thickness as you go from north to south. This information will be used in conjunction with the bottom of footing information and the As-built LOTB information to profile bedrock along the new bridge alignment.

- At this time, traffic control not required as none of the propose borings are to be performed within the existing roadway.
- An engineer or geologist will be onsite full time logging the recovered soil samples as drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, unconfined compressive strength, R-value testing, and direct shear strength testing. Actual testing will be determined when the soil and rock samples are recovered during the field investigation.

The descriptions of the soils encountered soils and rock, summary of laboratory testing, and locations of the borings will be provided on a Log of Test Borings (LOTB) prepared in accordance with Caltrans requirements.

The deliverable is a completed Log of Test Boring for the new bridge.

#### **4.2 – Foundation Report**

A Bridge Foundation Report will be prepared in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges to provide design and construction recommendations for design and construction of the bridge replacement. The report will include the following:

- A project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the project.
- A summary of the identified site soils, summary of the laboratory testing results, and a Log of Test Borings with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the proposed project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.6, November 2010.
- A liquefaction evaluation of the identified site soils. At this time the chance of liquefaction occurring at the site is low.
- An engineering soil profile of the project site which will be used to aid in the design of the proposed foundations.

- The results of the grain size determination of the site soils will be provided for use in determining the predicted scour at the site based upon the proposed bridge configuration.
- At this time, it is anticipated the foundations will consist of shallow spread foundations bearing on bedrock identified in the bottom of the existing channel keyed in per FHWA Scour Guidelines.
- Approach grading recommendations will be provided to aid in the temporary construction staging and any profile correction work.
- New flexible structural pavement section recommendations will be provided.
- Contract Standard Special Provision (SSP) language will also be prepared for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding and therefore reduce the occurrence of a Contract Change Order (CCO) resulting from the foundation excavation and construction.

A draft Bridge Foundation Report will be prepared and submitted for review and comment. Upon receipt of all review comments a final Bridge Foundation Report will be submitted for project approval and use in developing the final Contract Documents. The deliverable is an approved Bridge Foundation Report.

#### **Design Support During Construction (Optional)**

Group Delta can provide Design Support During Construction for the project foundation construction and site grading operations. This work will be initiated by DHA via task or purchase order on an "as needed" not to exceed basis.

#### **ASSUMPTIONS AND REQUIRED INFORMATION**

The following assumptions were used in preparing this Scope and Fee for the subject project and the following documents/information are required to perform the work:

- The limits of work were provided by Yuba County in the RFP documentation.
- Copies of the existing site topography will be provided prior to the start of the field work.
- Traffic control will not be required to egress the site and no traffic control is required as all of the proposed borings are outside of the existing roadway .
- The county encroachment permit will be provided at no cost to Group Delta.
- There will be one round of comments on the draft documents.
- A copy of the hydraulic study and predicted scour depths will be provided before any foundation design work is started.

- Any clearing and grubbing/tree removal required to access the proposed boring locations associated with the current substructure locations will be performed by others including any environmental permitting.
- Drill cuttings will be disposed of onsite.
- Access to the State/County/Private property to perform the field work will be provided to Group Delta by others at no cost to Group Delta.
- Group Delta is not required to attend any meetings with the clients.

#### **FEE**

This work will be billed out on an hourly basis using the attached rate schedule, with an initial Not to Exceed amount of \$25,045. We are prepared to start immediately following the receipt of your written authorization and copies of the documents and calculations to be reviewed. Any additional work beyond what is covered in under this Scope of Work can be performed on a time and material basis using the attached 2012/2013 Group Delta Consultants, Inc. Rate Schedule.

#### **CONCLUDING REMARKS**

GDC would like to thank Drake Haglan & Associates for the opportunity to prepare this Scope and Fee to provide geotechnical design services on the subject project. Please feel free to call us if you have any questions on the contents of this proposal.

Sincerely,  
**GROUP DELTA CONSULTANTS, INC.**



Robert Lawrence, GE  
Associate  
Sacramento Area Manager

attachments



**Task 4 Geotechnical Investigation**  
**COST PROPOSAL**

CONTRACT No. \_\_\_\_\_  
CONSULTANT Group Delta Consultants

Date 31-May-12

**DIRECT LABOR**

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal	<u>Dr.Kul Bhushan</u>			@ \$ <u>85.00</u>	\$ <u>-</u>
Senior	<u>Robert Lawrence</u>		<u>32.0</u>	@ \$ <u>60.00</u>	\$ <u>1,920.00</u>
Project	<u>Joshua Munn</u>		<u>88.0</u>	@ \$ <u>33.74</u>	\$ <u>2,989.12</u>
Staff Engineer	<u>Meghan Litghow</u>			@ \$ <u>24.50</u>	\$ <u>-</u>
Illustrator/Drafter	<u>Konrad Fernandez</u>		<u>12.0</u>	@ \$ <u>28.50</u>	\$ <u>342.00</u>
Admin Support	<u>Delmy Olivo</u>		<u>4.0</u>	@ \$ <u>18.50</u>	\$ <u>74.00</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>
			<u>0.0</u>	@ \$ <u>0.00</u>	\$ <u>-</u>

Subtotal Direct Labor Costs \$ 5,305.12  
Anticipated Salary Increases (5% for one year) \$ 265.26

**Total Direct Labor Costs** \$ 5,570.38

**FRINGE BENEFITS**

Rate	Total
\$ <u>0.31</u>	\$ <u>1,727.00</u>

Fringe Benefits \$ -  
**Total Fringe Benefits** \$ 1,727.00

**INDIRECT COSTS**

Rate	Total
\$ <u>1.48</u>	\$ <u>8,244.00</u>

Overhead/General and Administrative \$ -  
**Total Indirect Costs** \$ 8,244.00

**FEE @ 10%** \$ 1,554.14

**OTHER COSTS**

Mileage	\$ <u>75.00</u>
Drilling, Laboratory Testing,	\$ <u>7,500.00</u>
Reproduction	\$ <u>200.00</u>
Test Boring Permit	\$ <u>175.00</u>
<b>Total Other Costs</b>	\$ <u>7,950.00</u>

**TOTAL COSTS** \$ 25,045.51

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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



749-5440 • Fax 749-5616

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

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

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

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

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

**FINANCE AND ADMINISTRATION**  
 749-5430 • Fax 749-5434

June 04, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: Approve and Execute 1<sup>ST</sup> Contract Amendment with Dokken Engineering to Provide Closeout Design Services for the Feather River Blvd/ SR 70 Interchange Project

### RECOMMENDATION:

That the Board approve the first contract amendment with Dokken Engineering to provide additional professional services to design the interchange at Feather River Blvd. and SR 70 and authorize its chairman to execute the amendment.

### BACKGROUND:

Design of the interchange at Feather River Blvd. and State Route 70 began in 2009 and utilized Caltrans 2006 Standard Plans and Specifications. The design plans were completed in 2011 and have been waiting for permits to be obtained and property acquisition to be completed. Due to the uncertain resolution of these items, Caltrans has been unwilling to give final approval of the construction package. Recently Caltrans issued updated Standard Plans and Specifications and is requiring the construction package for the interchange be updated to meet these new standards. Additional environmental mitigation and permit conditions must also be addressed in the plans and specifications.

### DISCUSSION:

The attached amendment and scope of work detail the additional work and associated cost (\$75,380) necessary to complete the construction package for this project.

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is a budgeted item.

### FISCAL IMPACT:

The additional cost of \$75,380 to complete the PS&E package will bring the total contract cost with Dokken Engineering to not exceed \$180,800. The closeout design for this project will be funded with PLSP/NASA traffic impact fees that have been budgeted in the FY 12-13 budget.

**PROFESSIONAL SERVICES AGREEMENT  
YUBA COUNTY PROFESSIONAL ENGINEERING SERVICES**

**AMENDMENT # 1**

This is the FIRST amendment to the agreement, dated October 25, 2011, for Professional Engineering services between the County of Yuba (COUNTY) and Dokken Engineering (CONSULTANT).

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

- (1) Operative Provision 2, "**TERM**," the termination date of this agreement is extended:

Commencement Date: October 25, 2011

Termination Date: April 25, 2015

- (2) Attachment A, Scope of Services and Duties, Section A.1 is changed to read:

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached Scope of Services labeled as Exhibit 1 and Exhibit 2–Budget Augmentation Request and Exhibit 3-Contract Cost Summary

- (3) Attachment B, Payment, Section B.1 is changed to read:

COUNTY shall pay CONSULTANT a contract fee not to exceed one hundred eighty thousand eight hundred dollars (\$180,800); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed one hundred ninety-eight thousand eight hundred eighty dollars (\$198,880) without a formal written amendment to this Agreement approved by the COUNTY.

Included with this amendment as attachments are Exhibit 2 which contains the Budget Augmentation Request and Exhibit 3 which contains the Contract Cost Summary.

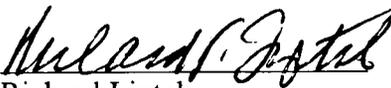
All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on \_\_\_\_\_, 2013.

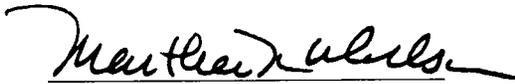
"COUNTY"  
County of Yuba

"CONSULTANT"  
Dokken Engineering

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

  
Richard Liptak,  
President

INSURANCE PROVISIONS APPROVED

  
Martha Wilson,  
Risk Manager

APPROVED AS TO FORM

  
Angil Morris-Jones  
County Counsel

# Exhibit 1

## Amendment 1 Scope of Services

### Task 4 – Utility Coordination

#### 4.3 Report of Investigation (ROI)

To comply with Caltrans' latest utility coordination process, Dokken will prepare Report of Investigation (ROI) packages for the utility relocations associated with PG&E, AT&T, Comcast, and RD784. These packages will consist of the following items:

- *Utility Exhibit:* A utility exhibit will be prepared to Caltrans standards depicting the existing utilities and the proposed relocations within the project area.
- *Narrative Discussion Of The Proposed Utility Work:* Dokken will prepare the ROI narrative, which includes a description of the existing utility facilities, the owner's authority for installation of the existing utility, description/justification of the proposed relocations, property rights needed and any non-standard aspects of the relocation.
- *Claim Letter:* Dokken will prepare and send a request for information associated with the utility's liability claim.
- *Utility Agreement:* Dokken will prepare a draft utility agreement for County review and approval. Upon receipt of County comments, Dokken will update the agreement and send to the utility companies for review and approval. Dokken will facilitate communication between the County and the utilities in order to obtain executed agreements.
- *Notice to Owner:* Dokken will prepare draft Notice to Owner letters for inclusion in the ROI package. Upon approval of the ROI packages, Dokken will finalize and send the Notice to Owner letters along with the utility agreements.

Dokken will submit the ROI packages to Caltrans and update in response to one round of Caltrans comments. Components of the approved ROI package will be provided to the County for use in preparing the Right of Way Certification.

*Deliverables: Report of Investigation Packages (4)*

# **Task 6 – Final Design**

## **6.1 Roadway Design**

### **6.1.1 Street Design**

Dokken Engineering will update the current roadway plans, specifications, and estimate to conform to the current 2010 Caltrans Standard Plans and Specifications. These updates include:

- Updating the roadway plans to reflect the 2010 Standard Plan details.
- Updating the roadway special provisions to 2010 format.
- Updating the construction cost estimate to reflect 2010 bid items and current unit costs.
- Summarizing project impacts associated with the 2010 Highway Design Manual update (actual updates to the design in accordance with the new 2010 HDM standards were waived by Caltrans through December 31, 2013 and are therefore not included in this scope of work).

### **6.1.3 Electrical Design**

Y&C will update the current electrical plans, specifications, and estimate to conform to the current 2010 Caltrans Standard Plans and Specifications. These updates include:

- Changing all highway lighting luminaires from HPS to LED.
- Changing all highway lighting/sign illumination conduits and conductors to direct buried lighting cables.
- Changing all electrical pull boxes, except those for traffic signals, to buried type.
- Redoing the voltage drop and ground-fault calculations due to the switch to LED lights.
- Updating the electrical special provisions to 2010 format.
- Providing a communication network detail for ramp metering (new requirement).
- Updating construction cost estimate to reflect 2010 bid items and current unit costs.
- Summarizing project impacts associated with the 2010 Highway Design Manual update (actual updates to the design in accordance with the new 2010 HDM standards were waived by Caltrans through December 31, 2013 and are therefore not included in this scope of work).

It is assumed that the removal of existing traffic monitoring station will be performed by Caltrans and is not included in the electrical plan update. It is also assumed that the County's street lights will continue to be HPS instead of LED.

#### **6.1.4 Bridge Design**

David Evans & Associates will update the current bridge plans, specifications, and estimate to conform to the current 2010 Caltrans Standard Plans and Specifications. These updates include:

- Rewriting the bridge technical special provisions to 2010 standard specifications and special provisions.
- Updating the bridge drawings to include 2010 Standard Plans and the latest XS sheets.
- Updating the Bridge Item List and Numbers to 2010 items.
- Updating the Bridge estimate to reflect 2010 items and current unit costs.
- Summarizing project impacts associated with the 2010 Highway Design Manual update (actual updates to the design in accordance with the new 2010 HDM standards were waived by Caltrans through December 31, 2013 and are therefore not included in this scope of work).

Upon completion of the updated PS&E to Caltrans 2010 standard plans and specifications, Dokken Engineering will submit the 100% package to Caltrans for final review. Upon receipt of comments, the Dokken team will make any final modifications and prepare a final PS&E set for delivery to the County. It is anticipated that the final package will consist of a full size set of signed mylar plans, an 8.5x11 copy of the Engineer's estimate, and the technical specifications. PDF versions of these items will also be included on a disk. Dokken understands that the County will incorporate the technical specifications into the County's boilerplate specification package.

*Deliverables: Updated PS&E*

#### **6.1.5 Incorporate Trash Rack**

Dokken will incorporate a trash rack into the design plans at the upstream end of the Feather River double box culvert. Components of this task include:

- Coordinating with RD784's engineer (MHM) to obtain their desired trash rack design and incorporating into the design plans.
- Updating the plans to include an access roadway to the trash rack in accordance with RD784's needs.
- Redesigning the headwall and wingwalls at the upstream end of the culvert to accommodate the trash rack.
- Updating the specifications and estimate to include the trash rack, modified wingwall/headwall, and associated access road.

Dokken understands that the trash rack design will be signed and stamped by MHM.

*Deliverables: Updated plans, specifications, and estimate*



# Exhibit 3

## Contract Cost Summary Feather River Boulevard/SR 70 Interchange Project

Task	Current Contract Amount	Amendment 1	Proposed Total Contract Amount with Amendment 1
<b>Task 1 - Project Management</b>			
1.1 Meetings and Coordination	\$9,920	\$0	\$9,920
1.2 Project Administration	\$15,540	\$0	\$15,540
<b>Task 1 Total</b>	<b>\$25,460</b>	<b>\$0</b>	<b>\$25,460</b>
			\$0
<b>Task 2 - Mapping &amp; Surveys</b>			\$0
2.1 Conform Surveys	\$1,000	\$0	\$1,000
2.2 Evaluate Updated Survey	\$5,760	\$0	\$5,760
<b>Task 2 Total</b>	<b>\$6,760</b>	<b>\$0</b>	<b>\$6,760</b>
			\$0
<b>Task 3 - Permitting</b>			\$0
3.1 Biological Opinion	\$2,550	\$0	\$2,550
3.2 Section 404 Permit	\$3,000	\$0	\$3,000
3.3 Section 1602 Permit	\$3,780	\$0	\$3,780
3.4 Section 401 Permit	\$3,330	\$0	\$3,330
3.5 Section 2081 Permit/Consistency Determination	\$1,560	\$0	\$1,560
3.6 NPDES Permit	\$10,260	\$0	\$10,260
<b>Task 3 Total</b>	<b>\$24,480</b>	<b>\$0</b>	<b>\$24,480</b>
			\$0
<b>Task 4 - Utility Coordination</b>			\$0
4.1 Potholing	\$2,320	\$0	\$2,320
4.2 Utility 'C' Plans	\$12,080	\$0	\$12,080
4.3 Report of Investigation	\$0	\$7,100	\$7,100
<b>Task 4 Total</b>	<b>\$14,400</b>	<b>\$7,100</b>	<b>\$21,500</b>
			\$0
<b>Task 5 - R/W Engineering &amp; Acquisition</b>			\$0
5.1 Prepare Final Right of Way Maps	\$4,790	\$0	\$4,790
5.2 Appraisal and Acquisition Support	\$3,320	\$0	\$3,320
<b>Task 5 Total</b>	<b>\$8,110</b>	<b>\$0</b>	<b>\$8,110</b>
			\$0
<b>Task 6 - Final Design</b>			\$0
6.1 Roadway Design			\$0
6.1.1 Street Design	\$1,980	\$22,220	\$24,200
6.1.2 Utility Plans	\$7,840	\$0	\$7,840
6.1.3 Electrical Design	\$0	\$12,060	\$12,060
6.1.4 Bridge Design	\$0	\$28,060	\$28,060
6.1.5 Incorporate Trash Rack	\$0	\$5,940	\$5,940
6.2 Specifications	\$1,320	\$0	\$1,320
6.3 Final Cross Sections	\$1,320	\$0	\$1,320
6.4 RE File	\$660	\$0	\$660
<b>Task 6 Total</b>	<b>\$13,120</b>	<b>\$68,280</b>	<b>\$81,400</b>
			\$0
<b>Task 7 - Environmental Documentation</b>			\$0
7.1 Complete Initial Study/Env Assessment	\$8,800	\$0	\$8,800
7.2 Project Consideration Package	\$4,290	\$0	\$4,290
<b>Task 7 Total</b>	<b>\$13,090</b>	<b>\$0</b>	<b>\$13,090</b>
			\$0
<b>Total Budget</b>	<b>\$105,420</b>	<b>\$75,380</b>	<b>\$180,800</b>

# 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



222-13

749-5430 • Fax 749-5434

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

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

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

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

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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

June 4, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Contract Change Orders for the Rupert Avenue Widening Project

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve the Contract Change Orders (CCO's) for the Rupert Avenue Widening project and authorize the Public Works Director to sign the change orders for payment.

### BACKGROUND:

The project consists of reconstructing and widening the roadway to meet current design standards and realignment of the northern end of Rupert Avenue with Avondale Avenue to create a three-way stop. This project will also provide bike lanes, on-street parking, curbs, gutters, sidewalks and drainage facilities.

### DISCUSSION:

Field Orders were given to the Contractor in the field to perform necessary additional work to complete the project as detailed in the CCO's below:

CCO 1: Change of Scope for LCWD work for Water Services	\$ 0.00
CCO 2: Due to conflicts changed Storm Drain Lines, relocated Sewer Services, and installed fabric due to soft subgrade.	\$ 33,598.85
CCO 3: Additional fencing and Surveyor cost, and SWRCB permit fees	\$ <u>2,718.50</u>
CCO Total:	\$ 36,317.35

The total cost to the contract is \$36,317.35.

COMMITTEE ACTION:

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

FISCAL IMPACT:

CDBG will fund \$234,650 of the construction costs and the remaining \$590,869.90 will be funded by the East Linda Specific Plan Development Fees.

# 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



223-13

L  
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

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749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION  
749-5430 • Fax 749-5434

June 4, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: Approve Participation in a Joint Exercise of Powers Agreement with the National Joint Powers Alliance (NJPA) for Procurement of Various Goods and Services and Authorize the Chair to Execute the Participating Membership Agreement

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve participation in a Joint Exercise of Powers Agreement with the National Joint Powers Alliance (NJPA) for Procurement of Various Goods and Services and authorize the Chair to execute the Participating Membership Agreement pending approval by County Counsel.

### BACKGROUND:

The National Joint Powers Alliance (NJPA) is a national service cooperative that creates a business and service alliance between buyers and suppliers to obtain more competitive pricing and choice than individual purchasers might be able to obtain on their own. Obtaining goods and services is based on "job order contracting" or indefinite quantity construction contracts in which contractors bid on projects based on a catalog of pre-priced construction tasks for all divisions of construction.

### DISCUSSION:

Joining the NJPA would allow, but not obligate, the County to participate in a process that would provide timely construction services at a competitive price.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as any projects that may utilize this process will be budgeted or will be brought before the Board for approval.

### FISCAL IMPACT:

There is no fiscal impact to the County.

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National Joint Powers Alliance®
Participating Membership Agreement

This Agreement, made and entered into this 4th day of June 2008, by and between National Joint Powers Alliance®, hereafter referred to as NJPA and \_\_\_\_\_, hereafter referred to as the "Applicant,"

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute 123A.21 (with membership further defined in M.S.471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and.

Whereas, NJPA's purpose as defined in M.S. 123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to it's organizational activities;

Now Therefore, it is hereby stipulated and agreed that "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, and that NJPA hereby grants said Membership to said "Applicant".

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF, The parties hereto have executed this Agreement the day and year above written.

Member Name

County of Yuba

National Joint Powers Alliance®
200 1st Street NE, Suite 1
Staples, MN 56479

By: \_\_\_\_\_
Authorized signature

By: \_\_\_\_\_
Authorized Signature

Chairman

Title

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: [Signature]

Title

**Participating Member Information**

**Applicant Name**

\* \_\_\_\_\_ **Applicant**

**Address \*** \_\_\_\_\_

**Applicant Federal ID Number** \_\_\_\_\_

**Contact Person Name \*** \_\_\_\_\_

**Applicant Organization Type (Please Check One) \***

◆ **K-12**

**Government or Municipality**

**Higher Education**

◆ **Non-Profit Title \*** \_\_\_\_\_

\_\_\_\_\_ **Email \***

\_\_\_\_\_ **Phone \***

\_\_\_\_\_ **Fax** \_\_\_\_\_

\_\_\_\_\_ **Web Site** \_\_\_\_\_

**I was referred by:**

- AASA or AASA Sate Affiliate
- Advertisement
- Another Member
- Vendor Representative
- Trade Show
- NJPA Website
- EZIQC Representative



**Joint Exercise of Powers Agreement**  
**Between**  
**the National Joint Powers Alliance® (NJPA)**  
**and**

County of Yuba

**(Participating Governmental Agency)**

**Agreement.** The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

**Purpose.** The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

**WHEREAS,** parties to this Agreement are defined as governmental agencies in their respective states;

**AND WHEREAS,** this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;

**AND WHEREAS,** the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services;

**AND WHEREAS,** NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute 123A.21 authorized by Minnesota Statute 471.59 to "jointly or cooperatively exercise any power common to the contracting parties";

**AND WHEREAS,** the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;

**NOW THEREFORE,** it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services",
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Both Parties shall indemnify and hold harmless all other participants from any and all claims, demands, losses, damages, injuries, suits, penalties, costs, liabilities and expenses, including but not limited to reasonable investigation and attorney's fees;
6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;

8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies and;
9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute 471.345 Subd 15.

**Participant Information**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Web site

\_\_\_\_\_  
Participating Agency Joint Exercise of Powers authority granted under State Statute # \_\_\_\_\_

**The Undersigned Parties have agreed this day to the above conditions.**

\_\_\_\_\_  
County of Yuba  
Organization/Agency

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairman  
Title

\_\_\_\_\_  
Date

**National Joint Powers Alliance®**

200 First Street NE, Suite 1  
Staples, Minnesota 56479

Phone: 218-894-5477

Fax: 218-894-5495

Email: [mike.hajek@njpacoop.org](mailto:mike.hajek@njpacoop.org)

Website: [www.njpacoop.org](http://www.njpacoop.org)

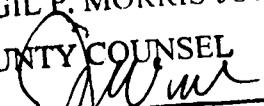
Reference:  
Minnesota Joint Exercise of Powers M.S.  
471.59

**National Joint Powers Alliance®**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



# The County of Yuba

**Office of the County Administrator**

**To:** Chairman and Board of Supervisors  
**From:** John Fleming, Economic Development Coordinator  
**Subject:** Request for Budget Transfer  
**Date:** May 28, 2013

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Recommendation:

Staff asks the Board of Supervisors to approve a budget transfer in the amount of \$650.00 from account #101-1702-411-29-00 to account #101-1702-411-28-00.

Background:

Economic Development has one outstanding bill to pay to LoopNet in FY2012-13 in the amount of \$2,449.80. LoopNet provides the real estate search engine service integrated into [www.chooseyuba.com](http://www.chooseyuba.com) to allow visitors to locate available commercial properties in Yuba County.

Discussion:

Because there are insufficient funds in the general marketing account for economic development (28-00), a transfer in the amount of \$650.00 from the travel account (29-00) is requested to accommodate LoopNet's invoice request. The LoopNet invoice is due June 11, 2013. Sufficient funds will remain in the economic development travel account for FY2012-13 after the transfer.

Committee Recommendation

This item has not been reviewed by committee.

Fiscal Impact

There is no negative General Fund impact for the approval of this item.

WHITE - AUDITOR  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

COUNTY OF YUBA

AUDIOR-CONTROLLER

DATE 5-22-13 REQUEST FOR TRANSFER OR TRANSFER # \_\_\_\_\_

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT County Administrator - Economic Dev

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

BUDGET OR ESTIMATED REVENUE

- ESTIMATED REVENUE INCREASE
- APPROPRIATION DECREASED

- ESTIMATED REVENUE DECREASE
- APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-1702-411-29-00	Travel	7650

ACCOUNT NO.	NAME	AMOUNT
101-1702-411-28-00		7650

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT		FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT			DEBIT	CREDIT

REASON FOR TRANSFER: Budget correction. Reappropriate 7650 from Travel to Spec Dept Expense.

APPROVED:

AUDITOR-CONTROLLER \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature Robert Bando DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

COUNTY ADMINISTRATOR Robert Bando Signature \_\_\_\_\_ Date 5/20/13 County Administrator TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

**PROBATION**

**DEPARTMENT**

# MEMO

## MEMORANDUM

To: Board of Supervisors

From: James L. Arnold, Chief JA  
 Yuba County Probation Department

Date: June 4, 2013

Subject: Adopt a Resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Emergency Management Agency and First 5 Yuba for grants relating to the delivery of Victim and Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

**Recommendation:**

That the County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Emergency Management Agency (Cal EMA) and First 5 Yuba for grants relating to the delivery of Victim and/or Probation Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

**Background:**

The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past seven years through Cal EMA grant programs. The County Probation Department's, Victim and

Program Services relies on approximately \$450,000 in Cal EMA grant funding to sustain the Victim Services Unit at the current staffing levels and programming. With the grant funds the County Probation Department will be able to maintain current services, maintain current staffing levels and potentially enhance the programs being offered to victims of violent crimes. The Department has successfully applied for and received funds through First 5 Yuba and intends to do so again to expand the Parent Child Interactive Therapy Center and Modify the Forensic Interview room to serve 0-5 children. These programs serve to further the department's values and beliefs and support the departmental mission.

**Discussion:**

The funds will enable the Probation Department's, Victim and Program Services unit, within the County Probation Department, to continue to provide the same high level of comprehensive services to crime victims, the court, local law enforcement and the County Probation Department Clients.

**Fiscal Impact:**

No General Fund expenditures are included in this request. Funds will be allocated from Cal EMA and First 5 Yuba if the grant application process is successful and will allow the County Probation Department to continue to operate a statewide model program for Crime Victims within Yuba County without impacting the general fund. Additionally, if the department is successful in any attempt for a competitive grant there could be potential general fund savings amounting to \$100,000- \$200,000 during the fiscal year.

**Committee Action:**

This matter was not heard by the Law and Justice Committee as no general fund dollars are being requested or expended.

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

**IN RE:**

**RESOLUTION AUTHORIZING THE YUBA ) RESOLUTION NO.: \_\_\_\_\_**  
**COUNTY PROBATION DEPARTMENT TO APPLY )**  
**FOR AND ENTER INTO AGREEMENTS WITH )**  
**THE CALIFORNIA EMERGENCY MANAGEMENT )**  
**AGENCY AND FIRST FIVE YUBA FOR GRANTS )**  
**RELATING TO THE DELIVERY OF VICTIM AND )**  
**PROGRAM SERVICES. )**  
\_\_\_\_\_ )

**WHEREAS**, the County of Yuba, Probation Department desires to continue to undertake multiple projects administered through the California Emergency Management Agency (hereinafter referred to as Cal EMA) and First Five Yuba (hereinafter referred to as First 5) funded through the Cal EMA and First 5 programs; and

**WHEREAS**, the County Probation Department has successfully applied for, received and administered Cal EMA and First 5 funds throughout the past eight years and plans to apply for, execute and successfully administer funds again through these administering agencies; and

**WHEREAS**, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all CAL EMA and First 5 grants received for the past nine years; and

**WHEREAS**, the County Probation Department relies on these grant funds to meet the current staffing needs of the Victim and Program Services Unit to minimize the general fund impact providing these services could have.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby authorizes the following:

1. The Chief Probation Officer to submit multiple applications for funding to Cal EMA and First 5 to develop programs consistent with the mission of the County Probation Department;
2. That the Yuba County Probation Department is hereby named as the Implementing Agency, if grant is awarded;

3. That the Chief Probation Officer is hereby appointed to receive, administer and modify any and all Cal EMA and First 5 funded grants;
4. That the Chief Probation Officer is hereby designated as the Project Director and pursuant to such designation, the Chief Probation Officer, or his designee is authorized to execute any and all documents, which includes but is not limited to the grant application and grant agreements including extensions and amendments thereof, that may arise from this application, any certificate of assurances, provided that the necessary prior review and approval of County Counsel are attained; and
5. The Chief Probation Officer is hereby authorized to accept the funds if a grant is awarded and to administer on behalf of the Board of Supervisors any funds awarded from any, and all Cal EMA and First 5 grant award applications authorized herein;
6. That the County Administrative Officer is authorized to sign on behalf of the board any and all documents relating to the County Probation Departments application for, receipt of and execution therein of any and all Cal EMA and First 5 grants, including, but not limited to any certificate of assurances and statements of program delivery in the Yuba County Enterprise Zone; and
7. The County Probation Department shall not utilize any federal funds to supplant expenditures controlled by either Cal EMA or First 5; and
8. The County Probation Department agrees to provide all matching funds required by any Cal EMA or First 5 grant for the specified project and agrees to abide by the statutes and regulations governing any federal and/or state grant program as well as the terms and conditions as set forth in the grant agreement.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any Cal EMA or First 5 grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.

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////////

**BE IT FURTHER RESOLVED**, that the Board of Supervisors hereby agrees that the grant funds received hereunder shall not be used to supplant expenditures by this body, nor be subject to local hiring and/or position allocation and/or reclassification freezes.

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

AYES:

NOES:

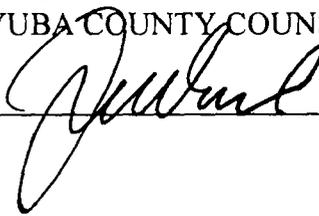
ABSENT:

\_\_\_\_\_  
Andy Vasquez, Board Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

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

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

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# Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

226-13



215 5th Street, Suite 150, Marysville, CA 95901  
Ph: 530-749-7777 • Fax: 530-741-6445

JUNE 4, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD/me*

RE: DRUG ENFORCEMENT AGREEMENT WITH U.S. DEPARTMENT OF JUSTICE

**RECOMMENDATION:**

Approve the Agreement between the Sheriff's Department and U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana.

**BACKGROUND:**

This is an annual agreement, which has been in effect for many years and requires Board of Supervisors approval to provide law enforcement services for the eradication of illicit cannabis plants and in the investigation and prosecution of these cases. The agreement covers the period of January 1, 2013 to December 31, 2013, and provides funding in the amount of \$50,000.

**DISCUSSION:**

This is the continuation of an agreement that is a benefit to both the Sheriff's Department and the Drug Enforcement Administration. The agreement will provide a total of \$50,000 in additional law enforcement revenue. The Sheriff will provide law enforcement personnel in accordance with the attached agreement.

**FISCAL IMPACT:**

No additional cost to the Sheriff's Department or General Fund. Revenues from the Department of Justice will cover the necessary costs relating to the eradication and suppression of illicit marijuana.

**COMMITTEE ACTION:**

Due to the routine nature of this request, the item was placed directly on the Board of Supervisors agenda.



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Agreement Number 2013-62

This Letter of Agreement (LOA) is entered into between the ***YUBA COUNTY SHERIFF'S DEPARTMENT***, hereinafter referred to as (***THE AGENCY***), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California***. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of cannabis located within the ***State of California***.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. ***MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***
  - g. Submit to DEA quarterly expenditure reports.
  
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and

the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **FIFTY THOUSAND DOLLARS (\$50,000.00)** for the period of JANUARY 1, 2013, to DECEMBER 31, 2013, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. *[Agency Initial*            *]*

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: LOA expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the LOA must request authorization in writing, *through* the respective DEA Division, *to OMS*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or

projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and an October thru December (FINAL) Accounting Form.

9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** of Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations", 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide

published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **01/1/2013** through **12/31/2013**.

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within thirty (30) days after termination of the Agreement, **THE AGENCY** will prepare an October thru December (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The October thru December (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by January 31st.

18. Upon submission of the October – December (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. **THE AGENCY** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

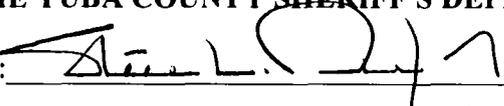
20. **THE AGENCY** must be registered in the Central Contractor Registration (CCR) to receive payment of Federal funds. There are two steps to registering in CCR. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>)

or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with CCR via the internet [www.ccr.gov](http://www.ccr.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for CCR). Both the DUNS number and registration in CCR are free of charge.

**Note: It is THE AGENCY's responsibility to update their CCR registration annually or whenever a change occurs.**

**THE AGENCY's** current DUNS No. is 12-1526953

**THE YUBA COUNTY SHERIFF'S DEPARTMENT**

By: 

Title: Sheriff-Coroner

Date: 5-7-13

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

By: \_\_\_\_\_  
Special Agent in Charge - San Francisco Field Division

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

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

**ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:**

2013/S1R/OM/8210000/DOM-G2/01IB/DCE/OPS: \_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ CT No. \_\_\_\_\_

IO No. \_\_\_\_\_ DP No. \_\_\_\_\_

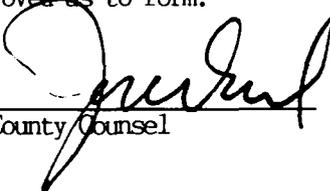
Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

Yuba County Board of Supervisors

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to form:

By:   
County Counsel

# Memorandum



Subject  Electronic Funds Transfer (DFN: 610-13)	Date  APR 30 2013
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To  
All Domestic Cannabis Eradication/  
Suppression Program (DCE/SP)  
Participating Agencies

From   
Neil D. Doherty  
Chief, Investigative Support Section  
DEA Headquarters

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided below:

Agency Name on Bank Account: Yuba County Treasurer

Account Number: 1 5 3 4 0 1 9 5 8 7 6 1

Name of Bank/Financial Institution: U.S. Bank

Address of Bank/Financial Institution: Government Bank Department  
621 Capitol Mall, Suite 900, Sacramento, CA 95814

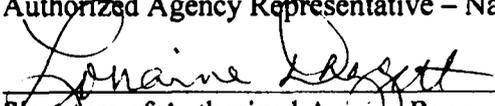
Telephone Number of Bank/Financial Institution: 530 893-6152

Contact Person of Bank/Financial Institution: Troy Kidd

Bank/Financial Institution ABA Number: 1 2 1 1 2 2 6 7 6

Lorraine Daggett, Chief Deputy Treasurer & Tax Collector

Authorized Agency Representative – Name & Title

  
Signature of Authorized Agency Representative

5-7-2013  
Date

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO. <b>0348-004</b>		PAGE 1 OF 2 PAGES
		1. TYPE OF PAYMENT REQUESTED	a "X" one or both boxes <input checked="" type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT  b "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST  <input type="checkbox"/> CASH  <input type="checkbox"/> ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Drug Enforcement Administration</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  <b>2013-62</b>		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
6. EMPLOYER IDENTIFICATION NUMBER <b>94-6000549</b>	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST		
		FROM (month, day, year) <b>January 1, 2013</b>	TO (month, day, year) <b>December 31, 2013</b>	
9. RECIPIENT ORGANIZATION  Name: <b>Yuba County Sheriff's Department</b>  Number <b>215 5th St Ste 150</b> and Street:  City, State <b>Marysville CA 95901</b> and ZIP Code:		10. PAYEE (Where check is to be sent if different than Item 9)  Name:  Number and Street:  City, State and ZIP Code:		

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES	(a) Original LOA	(b) Amendment 1	(c)	TOTAL
a. Total program outlays to date (As of date)	\$50,000.00			\$50,000.00
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)	\$50,000.00			\$50,000.00
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)	\$50,000.00			\$50,000.00
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e	\$50,000.00			\$50,000.00
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)	\$50,000.00			\$50,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL 	DATE REQUEST SUBMITTED 5-7-13
	TYPED OR PRINTED NAME AND TITLE Steven L. Durfor Sheriff-Coroner	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) (530) 749-7779

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 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 (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
<p>Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.</p>			
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		



U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

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**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

tion with a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATIN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67: Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Yuba County Sheriff's Department  
215 5th Street, Suite 150  
Marysville, CA 95901

2. Application Number and/or Project Name

Agreement No. 2013-62  
Drug Enforcement Administration

3. Grantee IRS/Vendor Number

Federal ID#  
94-6000549

4. Typed Name and Title of Authorized Representative

Steven L. Durfor, Sheriff-Coroner

5-7-13

5. Signature

6. Date



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

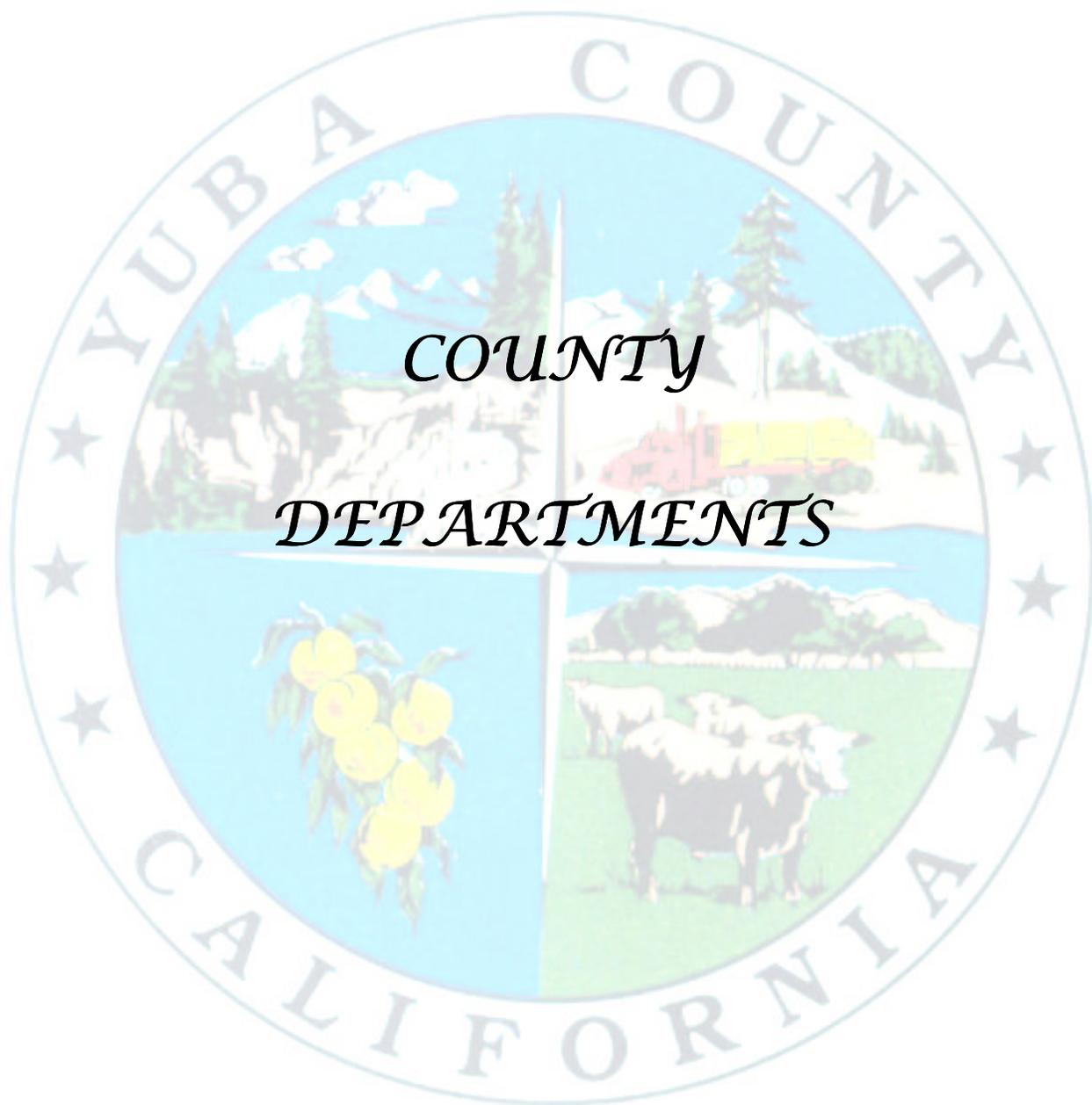
1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures, Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.



Signature

5-7-13

Date



*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

**Office of the County Administrator**

Robert Bendorf, County Administrator

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RS*  
**RE:** Repayment of Property Tax Administration Fees owed to the City of Wheatland  
**DATE:** June 4, 2013

## RECOMMENDATION

It is recommended that the Board of Supervisor approve the attached repayment agreement to the City of Wheatland for the repayment of Property Tax Administration Fees.

## BACKGROUND

In November 2012, the California Supreme Court ruled in the City of Alhambra vs. Los Angeles County case. The case involved property tax administration fees charged to the City of Alhambra and collected by Los Angeles County for a period of several years, following the beginning of the "Triple-Flip" formula involving property tax, vehicle license fees and sales tax mandated by the State of California.

The Court ruled in favor of the City of Alhambra, thus impacting cities and counties in California. The ruling, in essence, stated the property tax revenue that was diverted from the Education Revenue Augmentation Fund (ERAF) in support of the of VLF swap and Triple Flip, should be not counted as property tax for purposes of calculating the Property Tax Administrative Fee charged by the Auditor-Controller to cities.

## DISCUSSION

The net result is an amount owed by the County to the Wheatland in the amount of \$89,842. Staff members from the City of Wheatland and the County have met to discuss the issue. The Auditor-Controller determined the amount owed by the County to the City of Wheatland.

Staff is recommending the Board of Supervisors approve the repayment agreement that is attached. Staff from the City of Wheatland will bring forward the same agreement for approval by the City Council.

## **FISCAL IMPACT**

The repayment amount will be budgeted in fiscal year FY 2013-2014 and delivered to the City of Wheatland by December 31, 2013. In addition, the General Fund is impacted by two related issues

1. The amount owed to the City of Wheatland for previous years, \$89,842, and
2. Applying the appropriate Property Tax Administration Fee methodology for the City of Marysville and the City of Wheatland beginning in FY 2013-2014 is approximately \$ 83,000 annually.

## REPAYMENT AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE CITY OF WHEATLAND

This Agreement is hereby made and entered into by and between the COUNTY OF YUBA (hereinafter referred to as "COUNTY") and the CITY OF WHEATLAND (hereinafter referred to as "CITY").

**A. The Property Tax Administration Fee (PTAF) Issue:** By statute, counties are responsible for the administration of local property taxes by assessing and collecting them and then disbursing the revenue to the various cities, special districts, schools, and other entities within the county. Some of that property tax revenue must be allocated to each county's Educational Revenue Augmentation Fund (sometimes referred to as ERAF) — a state-created fund that reallocates portions of local property tax revenue to fulfill the state's constitutional obligation to fund education. In 2004, two different complex budgetary measures were enacted by the State diverting local property tax revenue that would have been deposited into each county's ERAF to instead fund various state budget gaps, but the State otherwise made whole each county's ERAF contribution through the allocation of other state funds. . In response to the 2004 budget measures, the California State Association of County Auditors prepared informal guidelines to implement the legislation. Most counties, including Yuba County, have followed those guidelines in implementing the PTAF as it applied to the 2004 budget measures. A dispute arose as the County Auditors' guidelines included in the calculations for the administration fees it imposed on cities the tax revenue that had been earmarked for the county ERAF but was diverted by those budgetary measures.

In the case of *City of Alhambra v. County of Los Angeles*, decided by the California Supreme Court on November 19, 2012 the Court held that the method used by the County of Los Angeles for calculating the PTAF was improper. The direct result of the case was that Los Angeles County owed the cities within the county a substantial amount of money for the improperly diverted property tax revenue. The indirect result of the case is that other counties, including Yuba County, which had been using the California State Association of County Auditors guidelines also owe cities within their respective counties money for property tax revenues similarly calculated.

Calculations done by the Yuba County Auditor-Controller indicate that the amount the COUNTY owes the CITY as a result of the Supreme Court's decision in *City of Alhambra* is \$89,842.

**B. Purpose of Agreement.** The purpose of this Repayment Agreement is to make a reimbursement payment as agreed to by COUNTY and CITY resulting in the debt being retired in full.

- C. Amount Owed:** Due to the misallocated share of PTAF, the CITY agrees the COUNTY owes \$ 89,842 to the CITY.
- D. Agreed Time Period for Amount Owed:** The CITY and COUNTY agree that no additional amount is owed as a result of *City of Alhambra* and the misallocated share of PTAF for any other time period other than fiscal years 2006-2007 through 2012-2013.
- E. Repayment:** Repayment will be based on the following terms:
- a. **Interest:** None.
  - b. **Payment:** The COUNTY will make one payment of eighty nine thousand, eight hundred and forty two dollars (\$89,842) to the CITY no later than December 31, 2013.
  - c. **Method of Repayment:** Payment will be made to the CITY by the Auditor-Controller on behalf of the COUNTY.
- F. Prepayment:** The COUNTY has the right to prepay the outstanding amount at anytime during the course of this agreement.
- G. Default:** If for any reason the COUNTY fails to make any payment on time, the COUNTY shall be in default. The CITY can then demand immediate payment of the entire remaining unpaid balance without giving further notice.
- H. Modification:** Modifications within the scope of this agreement shall be made by mutual and written consent of all parties. All modifications must be made in writing and agreed upon by all parties as evidenced by their signature.
- I. Notices:** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party.

Notices shall be addressed as follows:

If to the COUNTY:

County of Yuba  
C. Richard Eberle, Auditor-Controller  
915 8<sup>th</sup> Street, Suite 105  
Marysville, CA 95091

If to the CITY OF WHEATLAND: City of Wheatland  
Steve Wright, City Manager  
111 "C" Street  
Wheatland, CA 95692

**IN WITNESS WHEREOF**, the parties hereto have executed this Modification of Repayment Agreement as follows:

CITY OF WHEATLAND

By: \_\_\_\_\_  
Rick West, Mayor  
City of Wheatland

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

COUNTY OF YUBA

By: \_\_\_\_\_  
Andy Vasquez, Chairman  
Yuba County Board of Supervisors

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

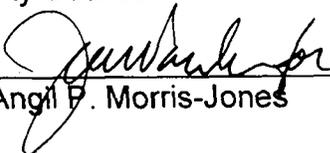
ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Robert Bendorf, County Administrator

APPROVED AS TO FORM  
Angil P. Morris-Jones  
County Counsel

By:  \_\_\_\_\_  
Angil P. Morris-Jones

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*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County Of Yuba



ANGIL P. MORI 228-13  
COUNTY CC

JOHN R. VACEK  
CHIEF DEPUTY

MARC M. HARTLEY  
DEPUTY

JOHN C. WHIDDEN  
DEPUTY

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## OFFICE OF THE COUNTY COUNSEL

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915 8TH Street, Suite 111  
Marysville, California 95901

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(530)749-7565  
FAX (530)749-7513

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TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel 

DATE: June 4, 2013

SUBJECT: A Resolution to increase the number of members on the Wheatland Cemetery District Board of Trustees as provided in Health & Safety Code §9025

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### **RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt the attached resolution increasing the number of members on the Wheatland Cemetery District Board of Trustees from three members to a five member board.

### **DISCUSSION:**

On April 13, 2013, the Wheatland Cemetery District Board of Trustee adopted a resolution to increase the size of their board of trustees from three members to five members. The District's resolution, which was received by the Clerk of the Board on April 30, 2013, serves as a request of the board of trustees to the Yuba County Board of Supervisors to increase the number of members on the Cemetery District Board.

Health and Safety Code §9025, entitled "resolution to increase or decrease number of board of trustees members; notice of hearing and hearing; written and oral comments", is the law that governs such requests. The law provides that the board of supervisors shall consider the resolution of the cemetery district at a public hearing within 60 days of the receipt of the resolution. The statute provides that after conducting a public hearing the Board of Supervisors may adopt a resolution that orders the increase of the number of members of the board of trustees. The attached resolution, if adopted, would order an increase of the number of members in accordance with the district's request.

**COMMITTEE ACTION:** No Committee action is required.

**FISCAL IMPACT:** Cost of Publication of approximately \$200.00

**BEFORE THE BOARD OF EDUCATION  
OF THE COUNTY OF YUBA**

**A RESOLUTION INCREASING THE ) RESOLUTION NO. \_\_\_\_\_  
NUMBER OF MEMBERS ON THE )  
WHEATLAND CEMETERY DISTRICT )  
BROAD FROM THREE MEMBERS TO )  
A FIVE MEMBER BOARD OF )  
TRUSTEES PURSUANT TO HEALTH )  
& SAFETY CODE § 9025. )**

**WHEREAS**, on April 13, 2013, the Wheatland Cemetery District Board of Trustee adopted a resolution to increase the size of their broad of trustees from three members to five members;

**WHEREAS**, the District's resolution which was received on April 30, 2013, serves as a request of the board of trustees to the Yuba County Board of Supervisors to increase the number of the Cemetery District Board from three to a five member board;

**WHEREAS**, Health and Safety Code §9025 provides that the board of supervisors shall consider the resolution of the district at a public hearing within 60 days of the receipt of the resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors, after giving notice of its hearing by publication and holding a public hearing wherein the Board of Supervisors received and considered any written or oral comments regarding the resolution, does hereby increase the number of members of the Wheatland Cemetery District Board of Trustees from three members to five members.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman of the Board

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

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

By: 

# WHEATLAND CEMETERY DISTRICT

P. O. Box 281  
Wheatland, CA 95692  
Telephone: (530) 633-4333

---

**RECEIVED**

**APR 30 2013**

**Clerk/Board of Supervisors**

April 29, 2013

Roger Abe, District 4 Supervisor  
Donna Stottlemeyer, Clerk  
Yuba County Board of Supervisors  
915 Eighth Street, Suite 109  
Marysville, CA 95901

RE: Increase in the Size of the Board of Trustees;  
Wheatland Cemetery District

Dear Supervisor Abe and Clerk Stottlemeyer:

On April 13, 2013, the Wheatland Cemetery District Board of Trustees met in regular session; and acting upon advice of Counsel, resolved that Article II, Section 1, Item 1 of the Board's By-Laws be amended to increase the size of the Authorized Directors of the Board of Trustees from the current number of three (3) to five (5).

As such, please find an originally signed resolution increasing the size of the Board (the Board originally signed two copies of this document) as well as a copy of the Wheatland Cemetery District By-Laws containing the relevant item.

Please begin the process to appoint qualified individuals to fill the vacancies created as a result of the increase.

Should you have any questions or concerns, please feel free to contact the District's Manager, Holly Welch, at (530) 633-4333 or Trustee Patricia Agles at (530) 633-0390.

Very truly yours,



Robert Bradshaw, Chairman  
Board of Trustees  
Wheatland Cemetery District

# WHEATLAND CEMETERY DISTRICT

P. O. Box 281  
Wheatland, CA 95692  
Telephone: (530) 633-4333

RESOLUTION 03-12

## ***Resolution Increasing the Size of the Board:***

WHEREAS, pursuant to the Bylaws of The Board of Trustees of the Wheatland Cemetery District, it is deemed desirable and in the best interests of this Board that the following actions be taken pursuant to this written consent;

NOW, THEREFORE, BE IT RESOLVED that the Trustees of the Board of the Wheatland Cemetery District hereby consent to, approve and adopt the following:

### **INCREASE IN SIZE OF BOARD; APPOINTMENT OF TRUSTEES.**

WHEREAS, Article II, Section 1, Item I, of the Bylaws of the Board of Trustees provides that the authorized number of directors of this Board shall consist of three (3) Trustees.

WHEREAS, the Board of Trustees desires to increase the number of Trustees currently fixed above from three (3) to five (5).

NOW, THEREFORE, BE IT RESOLVED that the authorized number of Trustees fixed within the limits specified above be, and hereby is, increased from three (3) to five (5).

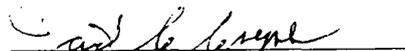
RESOLVED FURTHER, that effective as of the date hereof, the Yuba County Board of Supervisors shall appoint qualified individuals to fill the vacancies of the Board created as a result of the increase in the authorized number of directors approved, above.

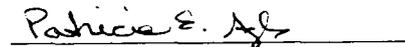
RESOLVED FURTHER, that the Yuba County Board of Supervisors is hereby authorized to do and perform any and all such acts, including execution of any and all documents, as deemed advisable, to carry out the purposes of the foregoing resolutions.

It is hereby certified by the undersigned that the foregoing resolution was duly passed and adopted by the Board of Trustees of the Wheatland Cemetery District on the 9<sup>th</sup> day of April, 2013.

  
ROBERT C. BRADSHAW, Chairman

*Handwritten initials and signatures:*  
13th  
PEA  
RCB

  
DAVID C. CREPS, Trustee

  
PATRICIA E. AGLES, Trustee

ATTEST:

  
HOLLY A. WELCH  
Secretary to the Board of Trustees

*Robert Bradsher*  
*Ward*

ARTICLE I: DESCRIPTION AND LOCATIONS

FORMATION:

Wheatland Cemetery District is a public cemetery district formed on October 5<sup>th</sup>, 1937 by Resolution of the Yuba County Board of Supervisors under the provision of the State of California.

The Wheatland Cemetery District consists of two cemeteries: Wheatland Cemetery is located at the corner of Wheatland Road and Wheatland Park Place, just outside of the city limits of the town of Wheatland in Yuba County. The second cemetery, Lofton Cemetery, is located on Ostrom Road in rural Yuba County.

Wheatland Cemetery consists of developed 5 acres and 5.10 undeveloped acres. The Wheatland Cemetery is a combination of historical cemeteries: a Chinese cemetery, a Free and Accepted Mason cemetery, an International Order of Odd Fellows cemetery and a Public cemetery.

The Lofton Cemetery was annexed into the Wheatland Cemetery District by approval of the Yuba County Board of Supervisors on October 10, 1990. Lofton Cemetery consists of 1.5 development acres and 1.5 undeveloped acres.

Both the Wheatland Cemetery and the Lofton Cemetery have been surveyed and recorded in the Yuba County Hall of Records.

LOCATION:

The Wheatland Cemetery District Office is located at 413 C Street, Wheatland, California. The Wheatland Cemetery is located at 4865 Wheatland Road, Wheatland, California. The Lofton Cemetery is located at 6220 Ostrom Road, Wheatland, California.

ARTICLE II: BOARD OF TRUSTEES



SECTION 1: TRUSTEES

- A. The Board of Trustees, appointed by the Board of Supervisors of Yuba County, is the governing body of the Wheatland Cemetery District, in compliance with the Maddy Act (Government Code §54970).
- B. Board members must be qualified electors who reside within the boundaries of the Wheatland Cemetery District.
- C. Board member shall express a willingness to become an effective trustee. (Health & Safety Code §9022.)
- D. Trustees of the Wheatland Cemetery District have elected to not receive any compensation during their Trusteeship despite compensation provisions listed in the Health & Safety Code §9031. (See Wheatland Cemetery District's Board minutes dated MAY 5<sup>th</sup>, 1950)
- E. The Board shall conform to all pertinent legal requirements, including those of the Health & Safety Code.
- F. The Board accepts the responsibility to hire the necessary employees to enforce these laws and adopt policies.
- G. Individual Trustees have no authority over the District. Their only authority is when acting as a body duly called in session by the Chairman.
- H. Trustees shall hold office for four (4) years and/or until the appointment and qualifications of their successors have been completed.
- I. The Board of Trustees shall consist of three (3) Trustees.
- J. At the first meeting of the initial Board of Trustees of a newly formed district, and in the case of an existing district, not later than the first meeting of the every calendar year, the Board of Trustees shall elect Officers. [Health & Safety Code §9028, (a)]
- K. Each trustee should realize the importance of their seat on the Board and endeavor to attend all meetings.
- L. Any Trustee who misses two consecutive meetings shall consider resigning their position.
- M. Conduct by a Board member that is offensive such as belligerence or intoxication shall not be tolerated and shall be considered grounds for resignation.
- N. When a Trustee deems it necessary to resign from the District, said Trustee shall inform both the Board Trustees of Wheatland Cemetery District and the Yuba County Board of Supervisors in writing of the vacancy so a new trustee may be appointed to fill the vacancy as soon as possible.

APPROVED AUG 06 2011

Robert Bradshaw  
Hendricks

- O. The Officers of the Board of Trustees are a Chairperson, Vice Chairperson, and a Secretary. The Chairperson and Vice Chairperson shall be trustees. The Secretary may be either a Trustee or a District employee.
- P. The Board of Trustees may create additional Officers and elect members to those positions.
- Q. No Trustee shall hold more than one office [Health & Safety Code 9028, (b)].
- R. The Board of Trustees shall set the policies of the District and periodically review them for compliance with current laws.
- S. The Trustees shall be required to review and approve the annual District Budget as presented by the District Manager on or before August 30 of each year. {Health & Safety Code 9070 (a)}.
- T. The Trustees shall consider a price increase of interment charges annually. The amount of increase shall be determined after reviewing the cost of living index.
- U. The Trustees shall approve all purchases over \$1,000.00 and shall approve the disposal of all equipment and fixed assets.
- V. Adoption of policies shall be the principal means by which the Board of Trustees shall exercise its leadership.
- W. The following procedures shall be followed for the adoption of a policy:
  - a. The policy is presented for information and discussion, and/or revision.
  - b. A vote may be taken at this time or continued to another meeting.
- X. The policies of the Board shall be printed and filed in the District Office available to the Board and the public.
- Y. The policies of the Board of Trustees, as long as they are within the scope of their authority, shall be officially binding.
- Z. When the Board of Trustees is in need of legal interpretation, advice or assistance concerning cemetery matters, it may request the service of the Yuba County Counsel or a Private Counsel

*Robert Bradshaw*  
*Dan Lopez*

SECTION 2: MEETINGS OF THE BOARD OF TRUSTEES

A. Agenda

1. No regular meeting or special meeting shall convene without a prepared agenda.
2. The prepared agenda shall be posted for the public in at least three locations (Wheatland Cemetery marquee, U. S. Post Office communal bulletin board, and Plumas Brophy Fire Station Number 1's bulletin board.)
3. A copy of the agenda shall be mailed to each board member per the Brown Act.
4. Any member of the Board may request items to be placed on the agenda.
5. Each agenda shall provide for public comment.

B. Conduct

1. Two member of the Board shall constitute a quorum for the transaction of business.
2. Board members may appear in person or via a telephone conference call and will be considered present for the purpose of a quorum.
3. If less than two members are present at the meeting, the meeting will be cancelled and set for a different date.

C. Meetings

1. "ROBERTS RULES OF ORDER" shall be observed unless specifically stated in these policies.
2. There are two recognized exceptions:
  - a. Items may be discussed before a motion is made.
  - b. All motions will pass by majority vote of those present.
3. All meetings shall be called and conducted in compliance with the Brown Act.
4. All meetings shall be opened to the Public, except those meeting which are a Closed sessions, for example: permit determination, property negotiations, litigation, liability claims, threat to public safety, personnel matters.
5. The Chairman of the Board shall have the authority to call for a Closed or Special session whenever it is deemed necessary.
6. Matters discussed at a Closed session shall be regarded as confidential and shall be respected as such by all those in attendance.

*Robert Bradshaw*  
*Paul Kups*

7. Formal action only shall be announced in the minutes of Closed sessions.
8. All business transactions shall take place at a legal meeting.
9. Any adjourned meeting of the Board of Trustees may be adjourned to a specific time and place.
10. Only items on the agenda or the meeting adjourned shall be acted upon at the adjourned meeting.

D. Minutes

1. Minutes of all regular meetings of the Board shall include the following:
  - a. Names of trustees who are present and absent.
  - b. All other attendees present.
  - c. All motions made shall list the maker, the one who seconds the motion, and the results of the vote.
  - d. Any important vote may be by roll call.
2. When bids are required by law, the Minutes will reflect all bidders and their bids.
  - a. All bids will be opened by at least two board members to determine if they meet the bidding specifications.
  - b. The qualifying bid will be submitted to the Board for approval and determination of the successful bidder. (Health & Safety Code 9044)
3. The Minutes shall reflect a brief report of the business transacted.
4. The Minutes shall be kept in a minute book for review.
5. The entire board meeting shall be recorded and the electronic copy shall be maintained by the Secretary to the Board.
6. The members of the Board of Trustees will be given a copy of all minutes.
7. The Minutes must be approved noting any additions or revisions by the majority of the Trustees present and signed by the Chairman or Vice Chairman and the Secretary to the Board.

APPROVED AUG 06 2011

ARTICLE III: ADMINISTRATION POLICY

SECTION 1. PETTY CASH

- No Petty Cash fund has been established.

SECTION 2. GENERAL FUND (633):

- A. All monies collected by the District for services rendered shall be deposited with the Yuba County Treasurer on an as needed basis and always on the last day of the month.
- B. Yuba County Treasurer shall maintain all District monies.

SECTION 3. ENDOWMENT FUND (634):

- A. Wheatland Cemetery District formed an Endowment Fund in 1986 pursuant to Legislative direction with the intent to make every effort to care and maintain the cemetery in perpetuity.
- B. The Interest only shall be used for development and maintenance of the cemetery.
- C. All monies collected by the District for Endowment Care shall be deposited with the Yuba County Treasurer on an as needed basis and always on the 10<sup>th</sup> day of the month.
- D. The County Treasurer shall invest these Funds.

SECTION 4. RECEIPTS AND RECORDS

- A. A receipt will be issued for each transaction at the time payment is received by the Manager of the District.
- B. If the Groundskeepers receive payment in any form, they will issue a facsimile receipt and provide the payee with a copy of the facsimile receipt at the time money is received. A copy of the facsimile will also accompany the money that is given to the Manager of the District. The Manager will issue an official receipt for any fund received and mail the original receipt to the payee.
- C. All receipts are to be written in sequential order.
- D. The purpose and the amount of the payment will annotated on each receipt
- E. A copy of the receipt and an accounting sheet will remain with the District's copy of each deposit.

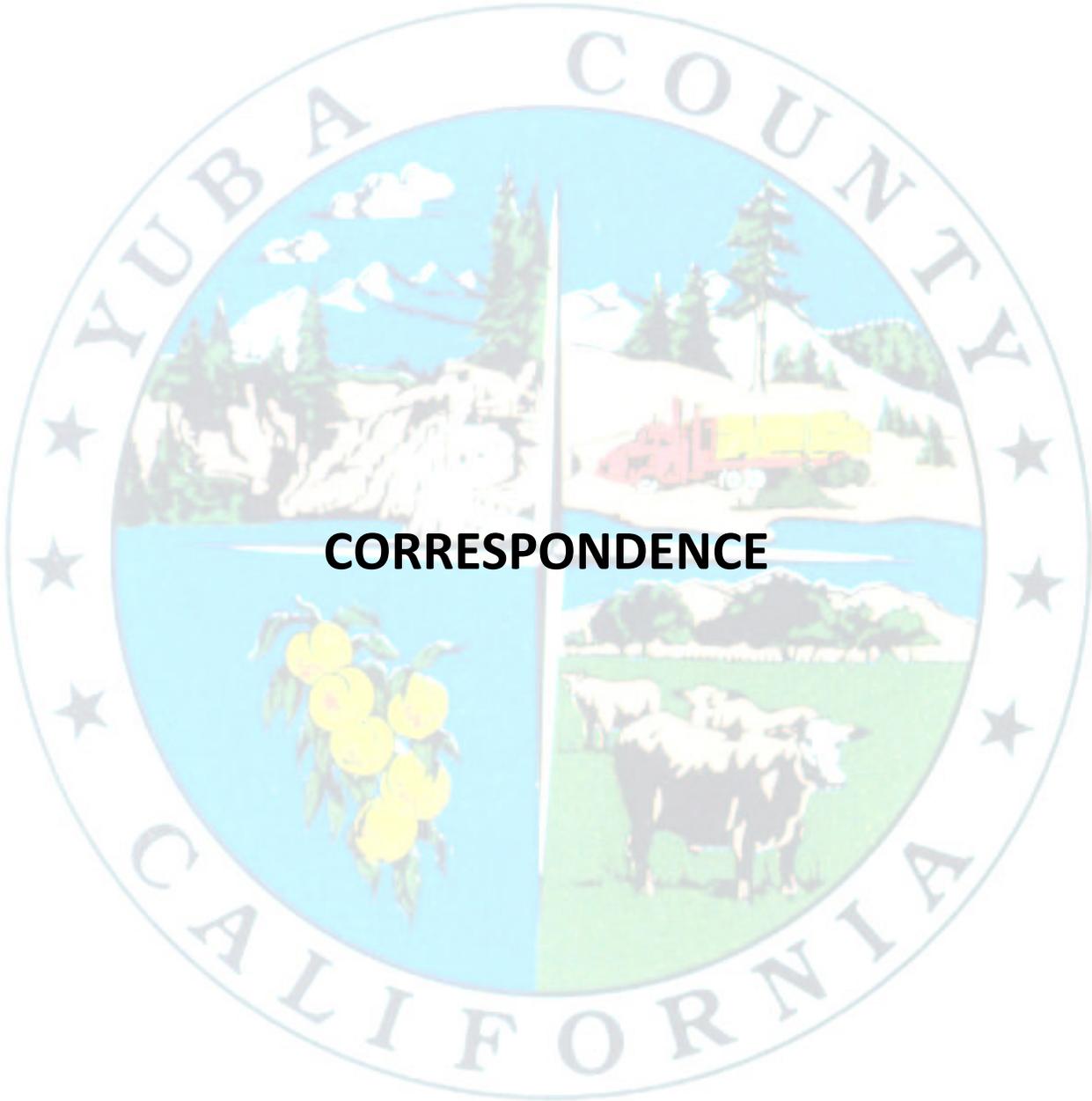
**NOTICE OF PUBLIC HEARING  
YUBA COUNTY BOARD OF SUPERVISORS**

Notice is hereby given that the Yuba County Board of Supervisors will conduct a public hearing on Tuesday, June 4, 2013 at 6:00 p.m. or soon thereafter in the Government Center Board Chambers, 915 8<sup>th</sup> Street, Marysville, California, to consider adoption of a resolution increasing the number of members on the Wheatland Cemetery District Board of Trustees from three members to five members. A complete copy is available for review in the office of the Clerk of the Board, Suite 109 at the above address below.

DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

Legal Publication Date: May 24, 2013  
Account No. 30444

*fixed 5/13/13 to Appeal/ds*



**CORRESPONDENCE**



**THIS PAGE INTENTIONALLY LEFT BLANK**

# The County of Yuba

GRAND JURY



RECEIVED BY  
BOARD MEMBERS

A

May 21, 2013

Andy Vasquez  
Office of the Board of Supervisors  
Chairman, Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville CA 95901

To the Honorable Mr. Andy Vasquez and the Yuba County Board of Supervisors

This letter is in response to your letter dated April 15, 2013 regarding the upkeep, maintenance and budget allocations for the Yuba County airport.

First, the County Committee (hereinafter referred to as "Committee") of the Yuba County Grand Jury, wishes to thank the Board of Supervisors for their prompt action and response to our letter of March 19, 2013.

As background information to this matter, the Committee initiated an investigation into the upkeep, maintenance and budget allocations of the Yuba County airport at the behest of a private citizen.

On-site investigations were performed by members of the Committee and after the on-site visits of the airport were conducted; and after a discussion with Ms. Hanson, the full County Committee met to discuss the findings.

After some discussion by the Committee, it was determined that there were several issues which the Committee felt needed to be addressed. Subsequently, the Committee drafted a list of questions and this list was sent to Ms. Hanson for response. The Committee received a response from Ms. Hanson on October 15, 2012.

Upon receiving the response and after another meeting of the full committee, it was determined to send a request to the Yuba County Board of Supervisors; which prompted your response.

The Committee, in full session, read this letter and by consensus agreed that there were some items which we found to be unclear or confusing. We do not believe this was done intentionally; however, that was nevertheless, the end result.

For example, in paragraph four, your letter reverences property taxes retained by the County of "20% of the 1% collected in property taxes." For whatever reasons, the members were unable to decipher what exactly this meant.

Subsequently, the Committee Chairman, Don Femling, contacted Mr. Doug McCoy, Director of Administrative Services and requested he meet with the Committee to address and clarify what the Committee perceived as ambiguities in the letter.

RECEIVED

MAY 21 2013

Clerk/Board of Supervisors  
cc: CAO Office  
Administrative  
Services

**BOS CORRESPONDENCE A**

# The County of Yuba

---

GRAND JURY

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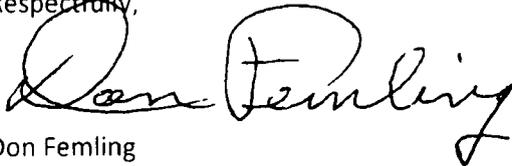
Mr. McCoy, in the company of County Counsel John Vacik, did meet with the Committee on May 3, 2013. During this meeting both Mr. McCoy and Mr. Vacik addressed the Committee's concerns forthrightly and succinctly; assuaging the concerns of the Committee.

The Committee understands and appreciates that certain measures have been taken to address concerns noted in the Committee's letter to the Board of Supervisors and wishes to convey its gratitude for the actions taken, thus far.

The Committee also acknowledges, as Mr. Vasquez states in his letter, that there have been budget cutbacks. However, we are encouraged to learn that Mr. McCoy, his staff and others, are looking into other possible avenues of revenue for the airport; and that this matter has been forwarded to the Public Facilities Committee of the Board of Supervisors.

We look forward to learning the results of any investigation, inquiries or recommended action(s) of the Public Facilities Committee.

Respectfully,



Don Femling  
Chairman, County Committee  
Yuba County Grand Jury  
215 5<sup>th</sup> Street  
Marysville, CA 95901

May 21, 2013

To: Yuba County Board of Supervisors

CC: Yuba County Community Development & Services Agency  
Yuba County Sheriff Steve Durfor

RECEIVED

MAY 22 2013

RE: 4004 Hammonton Smartville Road-Joshua's House

Clerk/Board of Supervisors  
CC: Planning/KDSA

This letter is a request that appropriate actions are taken by Yuba County to bring The Joshua House Men's Center into compliance with all state and county codes. New information clearly demonstrates that this facility is operating illegally, and immediate action should be taken by Yuba County to correct numerous infractions that threaten the safety and well being of the Brophy Farming Community and the clients at The Joshua House.

It has been the stance of Yuba County that this matter was a state issue and without proof that more than Six unrelated individuals were living at the facility, Yuba County was going to treat the Joshua House like any other single-family residence. After three years, The Brophy Farming Community has received the final report from the Department of Drug and Alcohol (ADP) which gives authoritative proof that **more than Six** unrelated individuals are living at the facility.

First, The ADP stated that the facility is serving **12** residents, and secondly, The Sutter County Probation Department said they had **12** people at The Joshua House.

In addition, we have attached and e-mail from the ADP, which states it, is the county's responsibility to enforce the occupancy code violations, not the ADP's.

- Now that Yuba County has authoritative proof that this address is operating over it's allowed occupancy, we ask that the building official order such use discontinued and the structure vacated by notice served on any person causing such use to be continued.

Also included, a section from the California Housing Codes that clearly indicates that any city, county or other public entity has the right to enforce local ordinances which deal with health and safety, building standards,

environmental impact standards or any other matter within the jurisdiction of a local public entity. (This applies to facilities serving more than six individuals.)

We believe Yuba County is aware of it's right to enforce these code violations, because the county on more than one occasion asked the church to provide specific information in order to determine what permits that the facility needed to operate. One letter reminded the church that they were not allowed to serve more than Six unrelated individuals without a conditional use permit. Why did Yuba County send these letters if they could not back-up the letters with any enforcement actions?

Attached is an August 16, 2010 e-mail from The Yuba County Assistant Planning Director that warned Clark that in the event that a conditional use permit is required, the proposed Joshua House Men's Center would not be allowed to operate until after final approval of a conditional use permit. The e-mail also indicated the **expansion** of a nonconforming use requires Planning Commission approval of a conditional use permit.

According to Ca building code 12.10.420 If a building official has reasonable cause to believe that there exists in any building or upon any premises a condition exists which is contrary to or in violation of code that makes the building unsafe, dangerous or hazardous, the building inspector may enter the building for inspection. Building official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued.

The complete building file for 4004 Hammonton Smartville Road address indicates that a conditional use permit for an increase in occupancy was **never** applied for. **None of the previous owners ever applied for a conditional use permit for occupancy over six.**

Also in the file is an August 31st, 2001 document comments that, "*There is no change of occupancy permits on file or record to convert the existing R3 to a "residential care facility"(R2-?)*

In addition, Fire Safety Inspection documents dated from 2001 specifically state: **Not to exceed six non-ambulatory clients.**  
This means The Joshua House is operating without the proper fire and safety clearances for more than six clients.

- We are requesting that the Yuba County Board of Supervisors contact local fire officials and request an inspection of the facility to ensure the proper fire alarm systems are installed. (based on type of occupancy)

It deeply concerns us that The Sutter County Probation Department has admitted placing 12 people in this home without regard to permit requirements. It appears that no one is checking to see how many or what type of individuals are being housed together at this address.

- We are requesting that The Yuba County Board of Supervisors contact the Sutter County Probation Department and request that no other referrals or placements are made until all the proper conditional use permits are obtained.
- We also ask that the Yuba County BOS implement a way to monitor the number of men placed in the facility by the Yuba and Sutter County Probation Departments. The number of men placed at the site should not exceed the permitted occupancy.

A prompt response from Yuba County addressing these concerns would be appreciated. We would like to be placed on the June 4, 2013 agenda to further discuss our concerns.

The Brophy Farming Community  
Contact: Marcie Baker [REDACTED]



11/2/2012

Friday 4pm

According to Jim Clark via Telephone

- Denied issuance of medication; they have a room but clients self administer.
- Provide transportation to doctors, if needed
- Tested for drugs and alcohol; grounds for dismissal—~~make~~ <sup>BRN</sup> to jail.
- 60 day no passes; after that it is discretionary.
- County probation (Randy Inman) YUBA COUNTY
- YUBA COUNTY parole officer Don Fitzpatrick.
- No charge for program; by donations.
- Teen Challenge model
- No licensed or certified counselors—they don't counsel but do bible studies etc.

Randy Inman, Parole Officer and AOD counselor [REDACTED]

(530) 749-1744

11/7/2012 spoke with Inman at 1:30pm regarding association with Joshua House

- Judges refer to various programs for various reasons "any kind of program". They are willing to try new ones as they come up.
- No admission or discharge that he is aware of.
- Doesn't know about whether client files are kept.
- Said to call Kent Sangstrom regarding above.
- Assumes they do background checks to exclude reg. sex. Offenders.
- ~~Call the [REDACTED] 10 [REDACTED] [REDACTED]~~

Call Don Fitzpatrick

Kent Sangstrom [REDACTED]

Robert Wright [REDACTED]

**Marcie**

---

**From:** "Rojas, Richard@ADP" [REDACTED]  
**Date:** Friday, February 08, 2013 12:06 PM  
**To:** "Marcie" <[REDACTED]>  
**Subject:** RE: Complaint #10-094U (The Joshua House) 4004 Hammonton Smartsville Rd. Marysville, CA  
**Marcie:** See below.

---

**From:** Marcie [REDACTED]  
**Sent:** Tuesday, February 05, 2013 9:31 AM  
**To:** Rojas, Richard@ADP  
**Subject:** Re: Complaint #10-094U (The Joshua House) 4004 Hammonton Smartsville Rd. Marysville, CA

*Hi Richard,*

*I had a few questions regarding (JHMC).*

- 1) Due to JHMC (supposedly being a faith based sober home) can they have as many "students" in this facility as they wish? This a local issue for the city or county to answer. I am not familiar with your local ordinances.*
- 2) Can the probation department place men in this facility? The probation department for each county has their own placement rules. We have no jurisdiction over correction, county courts etc.*
- 3) If someone is seeking drug & alcohol rehabilitation, can they be placed at JHMC? When you refer to "placement," I assume you are referring to county courts, probation department and/or other agencies referrals. If so, then each county would have its own guidelines. Please refer your questions to the local authorities.*

*Thank you.*

**From:** <mailto:Richard.Rojas@ADP.CA.GOV>  
**Sent:** Thursday, January 31, 2013 11:00 AM  
**To:** Marcie  
**Subject:** RE: FW: Complaint #10-094U (The Joshua House) 4004 Hammonton Smartsville Rd. Marysville, CA

---

**From:** Marcie [<mailto:marcie@WrightOneElectric.com>]  
**Sent:** Wednesday, January 30, 2013 7:50 PM  
**To:** Rojas, Richard@ADP  
**Subject:** Re: FW: Complaint #10-094U (The Joshua House) 4004 Hammonton Smartsville Rd. Marysville, CA

Whether JHMC is providing services or not, who has jurisdiction over occupancy violations?

5/22/2013

## Palmeri, Edwin

---

**From:** Palmeri, Edwin  
**Sent:** Monday, August 16, 2010 11:39 AM  
**To:** 'Jim Clark'  
**Cc:** Hartman, Wendy  
**Subject:** RE: letter and trust deed

Thank you for the additional information regarding the d.b.a. for Joshua House Men's Center and the letter from Suzanne Nichols.

On Monday morning (8/16) I had a phone conversation with Suzanne Nichols and she is working to get information regarding the number of beds that were licensed by the State. As I explained earlier the previous use was non-conforming and any further use of the facility must conform to Yuba County non-conforming rules and regulations. It is critical to establish baseline information as to when the prior business ceased operations, the services they provided, and the number of beds and residents licensed by the State.

As outlined in my e-mail of August 6, 2010 the following information is needed to make a determination as to the nonconforming status of the property: Information that

1. Speaks to the care facility that was there. Number of beds and number of residents. The fact that it was a residential care facility.
2. Date that the care facility closed its doors.
3. What it is that you want to do at the rehab.
4. Number of residents in the rehab.
5. A general description of the rehab operation.

A conditional use permit is required for any enlargement or expansion of the use. This would include any increase in the number of beds or residents or expansion of the existing structure(s). In the event that a conditional use permit is required, the proposed Joshua House Men's Center would not be allowed to operate until after final approval of a conditional use permit (CUP).

Expansion of a nonconforming use requires Planning Commission approval of the CUP. The CUP application amount is \$6,377.00. In addition, there is a \$2,625.00 deposit required for environmental review. Upon approval of the project a Notice of Determination is filed with the County Clerk (\$50.00) and State of California Department of Fish and Game fee of \$2,010.25 must be paid.

Given the current work load and staffing, it is anticipated that it will take approximately four to six months to process the use permit and complete preparation of the environmental document.

I suggested to Suzanne that ~~that~~ Suzanne, you and I meet this week to discuss the project, the information that we have and how we can proceed forward. Suzanne is not available today. I am available Tuesday (8/17) in the morning or afternoon; Wednesday (8/18) from 10 - 12 and 1:30 - 4; Thursday (8/19) from 10 -12 and 2 - 5; Friday is a furlough day for me. My direct telephone number is [REDACTED]

**From:** Jim Clark [mailto:jim.clark@msn.com]  
**Sent:** Sunday, August 15, 2010 9:03 PM  
**To:** Ed Palmeri; Palmeri, Edwin  
**Subject:** letter and trust deed

Ed,

I have filed a d.b.a. for Joshua House Men's center as you requested. I have forwarded you a copy of the info Suzi Nichols, Realtor sent to me.

Pastor Jim Clark

From: suzi@sucessa.net

To: kentslangstrom@yahoo.com

CC: bayabas@msn.com, mikah@sucessa.net

Subject: letter and trust deed

Date: Sun, 15 Aug 2010 12:27:01 -0700

Hi Gentlemen,

Attached are the documents Pastor and I talked about on Friday. We hope you have a fabulous day and please, if any of the city officials need my expertise in assisting your feat, have them call me! I'm happy to help.

Suzi & Mikah

**Palmeri, Edwin**

---

**From:** Palmeri, Edwin  
**Sent:** Friday, August 06, 2010 4:53 PM  
**To:** 'Jim Clark'  
**Subject:** RE: Crossroads Men Center docs

Good start. And it will help. In addition, we need is a letter that:

1. Speaks to the care facility that was there. Number of beds and number of residents. The fact that it was a residential care facility.
2. Date that the care facility closed its doors.
3. What it is that you want to do at the rehab.
4. Number of residents in the rehab.
5. A general description of the rehab operation.

**From:** Jim Clark [REDACTED]  
**Sent:** Friday, August 06, 2010 3:43 PM  
**To:** Palmeri, Edwin  
**Subject:** Crossroads Men Center docs

---

**From:** suzi@succeed.net  
**To:** buyabus@msn.com  
**Subject:** Fw:  
**Date:** Fri, 6 Aug 2010 14:00:18 -0700

Whew whoooo!!!!

Suzi  
----- Original Message -----  
**From:** Harris, Ginger  
**To:** SUZ [REDACTED]  
**Sent:** Friday, August 06, 2010 12:39 PM

<<CA-Yuba-Document-Year.DocID-2009.12002.PDF>>

\*\*\*\*\*  
\*

This message may contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by

replying to the message and delete the original message and an, copies immediately thereafter.

Thank you.

\*\*\*\*\*  
\*

FACLD -

**From:** Palmeri, Edwin  
**Sent:** Thursday, August 05, 2010 1:57 PM  
**To:** Gon, Tony  
**Subject:** RE: 4004 Hammonton Smartville Road

What were the CUPs for?

**From:** Gon, Tony  
**Sent:** Thursday, August 05, 2010 1:07 PM  
**To:** Palmeri, Edwin  
**Subject:** RE: 4004 Hammonton Smartville Road

AE-80  
5.01 acres  
019-190-095

I don't see any recent building permits last permit was pulled in 1997. I see two entitlements on the property CUP77-04 & CUP79-58.

Anthony Gon  
Community Development Specialist  
Yuba County Planning Department  
915 8th Street, Suite 123  
Marysville, CA 95901

**From:** Palmeri, Edwin  
**Sent:** Thursday, August 05, 2010 12:43 PM  
**To:** Gon, Tony  
**Subject:** 4004 Hammonton Smartville Road

Could you get me the zoning. Also, see if there are any building permits for refurbishing the structure. Also, any previous use permits or entitlements?

Thanks

Ed Palmeri  
Assistant Planning Director  
Community Development & Services Agency  
915 8th Street, Suite 123  
Marysville, CA 95901  
(530) 749-5430

*Serving our Community with Pride*

Ursula's Care Home: Operated with 6 or fewer individuals

Care home was for seniors

Care home was closed and changed ownership December 7, 2007

New license was not applied for change in ownership requires new license

Care home operating with more than 6 individuals requires sprinkler system ✕

Building File: 12/4/78 – Temp Power Pole

3/23/79 – Wood Frame & Side Residence w/ attached garage and breezeway

6/6/80 – 18'x36' Free form Canti-level deck swimming pool

9/12/84 – 20'x36' Wood frame and siding shop/garage

6/23/94 – Bedroom & bath additions to existing residence

6/23/94 – Deck 252 sq. ft. over existing concrete patio

1/24/97 – Pellet insert

7/24/98 – Garage and breezeway conversion 28'x40'

11/21/01 – add to 1074 sq ft to residence care facility – R-3 conversion

CUP77-04: Robert Nicoletti to consider request to install one 4'x8' off site display sign.

CUP79-58: Still looking...

**From:** Hartman, wendy  
**Sent:** Tuesday, August 31, 2010 12:30 PM  
**To:** [REDACTED]

**Cc:** Mallen, Kevin; Garamone, Pat

**Subject:** Complaint regarding a residential drug and alcohol recovery facility at 4004 Hammonton-Smartsville Road

Ms. Rey –

This is a follow-up to our conversation this morning regarding a residential alcohol and drug program operating at 4004 Hammonton-Smartsville Road. I have attached a copy of a newspaper article where Mr. Clark provides a brief description of the facility. Mr. Clark met with neighbors and Sheriff Durfor on August 17<sup>th</sup> where he indicated that the Crossroads Church purchased the site to operate Joshua's House: a drug and alcohol rehabilitation program. You may contact Sheriff Durfor at [REDACTED] if you need verification of information presented at that meeting. I've also attached an e-mail from Undersheriff Read regarding the neighborhood meeting.

The attached e-mail correspondence indicates that the County on more than one occasion asked the church to provide specific information to the County in order to determine what permits if any were required for Joshua House. The church provided a copy of the deed and that they had filed a d.b.a for Joshua House Men's Center. They did not provide any of the materials the County specifically asked for.

Several neighbors attended the Yuba County Board of Supervisor's meeting on August 24, 2010 and requested that the County look into the facility. The neighbors were upset that they couldn't seem to get any straight answers from the church on the types of folks being served and the number of residents that would be living there. Of course some neighbors didn't care what type of care facility it was, they just didn't want it in their neighborhood. The Board directed staff to look into the facility and make sure it was operating legally.

On August 26, 2010 a meeting was held with Mr. Clark from Crossroads Church, Supervisor Roger Abe (the facility is located in his district), Ed Palmeri (Asst. Planning Director) and myself. I have attached notes from that meeting. Mr. Clark indicated the facility was already in operation with five residents and one counselor. The live-in counselor was moving into the facility on September 1<sup>st</sup>. The notes include a description of the services they will be providing. Mr. Clark was requested to provide a written description of Joshua's House and any verification that they did not need a license from the State by August 30, 2010. The information submitted is attached. The description of Joshua's house has changed drastically from a drug and alcohol program for men to a family farm with live-in guests who will be learning how to farm.

Ed Palmeri contacted ADP on 8/27/10 and spoke with a gentleman named Darin. Darin indicated that based on the description of services provided the facility needed a license and that it didn't matter if the facility was faith-based or not. We also did some research on the previous uses of the site. Two senior care homes were licensed with the State. Both facilities were licensed to allow for 6 or fewer residents. Ursula's Care Home closed in December 2007 and Christine's Care Facility operated for one year between 2007 and 2008. Crossroads Church purchased the property on July 21, 2010.

Given what has occurred to date, I was directed to file a formal complaint with your office. Please, keep us informed on the status of your investigation. If you need additional information, please feel free to contact me by phone or e-mail.

Thank you

*Wendy W. Hartman*  
Planning Director  
Yuba County Planning Department  
915 8th street; Suite 123  
Marysville, CA 95901

Phone: (530) 749-5470  
Fax: (530) 749-5434

*Be part of the vision for the County's next General Plan*  
[www.yubavision2030.org](http://www.yubavision2030.org)

# The County of Yuba

## Community Development Department

JAMES P. MANNING, DIRECTOR



938 14th Street  
Marysville, CA 95901

**DATE:** August 31, 2001  
**TO:** Michael McMillian  
4004 Hammonton-Smartville Rd.  
Marysville, CA 95901  
**SUBJECT:** Residential Care Facility Room Addition

**PC Number:** 400

The construction documents have been reviewed to help ensure conformance with the 1997 Uniform Building Code, 1997 Uniform Mechanical Code, 1997 Uniform Plumbing Code, the 1997 Uniform Electrical Code and 1999 California Energy Standards.

### Building Comments

- JK* 1. There is no change of occupancy permits on file or record to convert the existing R3 to a "residential care facility" (R2-?). Provide an overall floor plan of the entire facility showing all room usages, exits, windows and ect. *Provided new sheet A1*
- JK* 2. Affirm possession of state license or application for state license.
- JK* 3. Clearly indicate on the plans the number and type clients this R2-? Occupancy will serve. *Indicated on sheet C-1 under code information*
- JK* 4. Provide smoke detection & fire alarm system based on type of occupancy and section 310.9 & 310.10. *Added information under section 310.9 & 310.10*
- JK* 5. Provide compliance with 98' CBC section 1007.6.3 for number of exits, exit arrangements, exit signage, changes in elevation, corridors and hallways. *See sheet A1*
- JK* 6. The footings for the floor girders appear to be undersized. Provide clarification from the architect. *9'-10" x 5' x 50" = 452 = 127 005 20" sq. - revised on sheet S-1*
- JK* 7. Clarify how the new footings will be tied into the existing footings. Indicate any steel or connection requirements. *Add steel connection to foundation plan - S1*

**Planning**  
Jim Manning  
Director  
(530) 741-6419  
FAX (530) 741-6660

**Building**  
Marty Griffin  
Building Official  
(530) 741-6266  
FAX (530) 741-6580

**Redevelopment Agency**  
Jim Manning  
Director  
(530) 741-6419  
FAX (530) 741-6580

**Housing Authority**  
Brenda K. O'Neal  
Program Manager  
(530) 741-6385  
FAX (530) 741-6399

**Community Services**  
Debra J. Phillips  
Manager  
(530) 741-6385  
FAX (530) 741-6399



Community Services Commission



Housing Authority

**FIRE SAFETY INSPECTION REQUEST**

*See instructions on reverse.*

STD. 850 (REV. 10-94)

AGENCY CONTACT'S NAME DSS/COMMUNITY CARE LICENSING	TELEPHONE NUMBER [REDACTED]	REQUEST DATE 11/05/01	PROGRAM RCFE
EVALUATOR'S NAME 0207/DONNA GURRIERE	REQUESTING AGENCY FACILITY NUMBER 585000410	REQUEST CODE 7A	

LICENSING AGENCY NAME AND ADDRESS

DEPARTMENT OF SOCIAL SERVICES  
COMMUNITY CARE LICENSING  
520 COHASSET ROAD, SUITE 6  
CHICO, CA 95926

**CODES**

- 1. ORIGINAL A. FIRE CLEARANCE
- 2. RENEWAL B. LIFE SAFETY
- 3. CAPACITY CHANGE
- 4. OWNERSHIP CHANGE
- 5. ADDRESS CHANGE
- 6. NAME CHANGE
- 7. OTHER

AMBULATORY		NONAMBULATORY		BEDRIDDEN		TOTAL CAPACITY
CAPACITY	PREVIOUS CAPACITY	CAPACITY	PREVIOUS CAPACITY	CAPACITY	PREVIOUS CAPACITY	
0	4	6	2	0	0	6

FACILITY NAME URSULA'S CARE HOME	LICENSE CATEGORY Residential/Elderly
STREET ADDRESS (Actual Location) 4004 HAMONTON-SMARTVILLE ROAD	NUMBER OF BUILDINGS 1
CITY MARYSVILLE, CA 95901	RESTRAINT No
FACILITY CONTACT PERSON'S NAME URSULA OR MIKE McMILLIAN [REDACTED]	HOURS 24

SPECIAL CONDITIONS  
7A - Facility has remodeled and has added client rooms. Requesting approval for 6 nonambulatory clients.



FIRE AUTHORITY NAME AND ADDRESS

Bob Paulus  
Fire Department  
8839 Hwy 20  
Smartville, CA 95977

CLEARANCE / DENIAL CODE **1 - Granted**

**CODES**

- 1. FIRE CLEARANCE GRANTED
- 2. FIRE CLEARANCE DENIED
  - A. EXITS
  - B. CONSTRUCTION
  - C. FIRE ALARM
  - D. SPRINKLERS
  - E. HOUSEKEEPING
  - F. SPECIAL HAZARD
  - G. OTHER

INSPECTOR'S NAME (Typed or Printed) Robert E. Paulus	TELEPHONE NUMBER [REDACTED]	CFRS NUMBER	OCCUPANCY CLASS 1-1A
INSPECTION DATE 11/19/01	INSPECTOR'S SIGNATURE (Typed or Printed) Robert E. Paulus		

EXPLAIN DENIAL OR LIST SPECIAL CONDITIONS

*No Special conditions. Not to exceed 6 non-ambulatory*

Phonecon with Pastor Clark 8/13/10

1. Have materials from teen challenge that he will give to us on Monday.
2. In the position that they are right now: the county has by negligence has set precedence on the property by allowing the operation of Christina without any surveillance and continued to operate without a permit.
3. There are others out there that are operating businesses that are not allowing in the AE zone. Need to work together to get another zone that would allow them to do their thing. He is going to work with Doug LaMalfa (sp).



## Residential program for drug, alcohol abuse planned near Linda

By Ben van der Meer/Appeal-Democrat  
2010-08-27 23:59:23

A pastor bringing a residential home for drug and alcohol addicts to a rural area outside Linda said he is confident the program and its members will prove to be good neighbors.

Meanwhile, Yuba County officials are waiting on a response from the county counsel's office as to whether Joshua House, at 4004 Hammonton-Smartsville Road, will require permitting before it can begin operation.

"We want to make sure if they're operating, that they're operating legally," said Ed Palmeri, the county's assistant planning director. "We still need to determine what the county needs to do."

The home, slated to go into full operation next Wednesday, has drawn strong opposition from about 30 neighbors who fear the home's residents will wreck the neighborhood in image if not practice.

But Pastor Jim Clark of Crossroads Community Church in Yuba City, which will operate the men's home, said such fears are overblown.

"Our vision is to have a residential home to help treat those who have addictive behaviors," Clark said. "We think the Bible has the answers, and we can teach them work ethic and how to live with discipline."

Clark said the home will have no more than six residents to start, which would keep it from having to get conditional-use permit from Yuba County. It's possible, he said, the home may eventually have up to 16 residents, which would require a county permit.

While living at the home, the men will be in a 12-month program and subject to regular drug testing, with one failed test grounds for dismissal, Clark said. Leaving the premises will also result in immediate expulsion.

The home won't take men who have recently gotten out of prison, he added, and the men won't be able to meet with friends or family on site.

Because the home won't offer doctor-based drug and alcohol treatment, it won't require a license from the state Department of Alcohol and Drug Programs. Clark said the men won't be receiving such services elsewhere, either.

Robert Wright, who will be the home's site director, said he will bring both seven years of experience working with addicts and a no-nonsense attitude to the job.

"I'll make sure my neighbors are happy," said Wright, who has worked for the last few years at Buddy's



# State of California

## Department of Social Services

Facility Number: 585000410  
Effective Date: 05/01/97      Total Capacity: 6

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services, hereby issues  
**CAPACITY CHANGE EFFECTIVE DATE: 07/30/98**

### this License to

**MCMILLAN, URSULA & MICHAEL**

to operate and maintain a **RESIDENTIAL-ELDERLY**

### Name of Facility

**URSULA'S CARE HOME  
4004 HMT SMARTSVILLE ROAD  
MARYSVILLE CA 95901**

This License is not transferable and is granted solely upon the following:  
**AMBULATORY/2 NONAMBULATORY, AGES 60 YEARS AND OVER**

Client Groups Served: **ELDERLY**  
Complaints regarding services provided in this facility should be directed to:

**CHICO - RESIDENTIAL DISTRICT OFFICE (530) 895-5033**

MARTHA LOPEZ  
Deputy Director,  
Community Care Licensing Division

*Karen Moore*  
Authorized Representative  
of Licensing Agency

**POST IN A PROMINENT PLACE**

# 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 749-5484

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

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

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

September 8, 2010

Jim Clark  
Crossroads Community Church  
445 B Street  
Yuba City, CA 95991

RE: 4004 Hammonton-Smartsville Road – Joshua's House

Dear Mr. Clark:

This letter is an official request for information on Crossroads Community Church's intended use of the property located at 4004 Hammonton-Smartsville Road in Yuba County. Below is a brief summary of past meetings/correspondence between the Planning Department and you regarding this issue. Page two of this letter includes a list of information that the County is requesting you submit to the Planning Department no later than 5 p.m. on September 17, 2010.

Between August 6 and August 18, 2010 Ed Palmeri exchanged several e-mails and phone calls with you requesting information be provided to the County regarding the intended use of the above referenced property. Although several documents were submitted to the County, basic information requested such as a general description of the rehab operation and number of residents served was never submitted.

On August 26, 2010 you met with the Planning Department and Supervisor Abe regarding the site. At that meeting, you explained the site would be used as a residential home (Joshua's House) for men that were recovering from alcohol and/or drug related addictions. You indicated that a variety of faith based services/training would be provided to the residents of Joshua's House. At that meeting you agreed to provide a written description of the facility and services that would be provided as well as any documentation indicating that the facility did not require a license from the State.

On Monday, August 30, 2010 you provided a project description written by David Anderson. Mr. Anderson's description indicates that the site will be used in an agricultural capacity with a family as the primary occupants and guests staying at the site to learn about farming activities.

On Wednesday, September 1, 2010 I had a brief conversation with you regarding the apparent change in operation of the site. You indicated that the Church was considering other options for the site given the potential issues with a residential care facility. On September 2, 2010 I sent

you an e-mail requesting that you verify in writing the Church's intentions. To date, I have not received a response.

Please provide a written response clearly indicating how the Church intends to use this property.

Residential Care Home. If the intent is to use it as a residential care home please provide the following information:

1. Type of care facility.
2. Number of residents that will live at the facility and number of live-in caretakers.
3. Documentation from the appropriate State agency verifying that you either have a State license or that you do not need a license. Please include State agency contact information.
4. Name and contact information for person running the facility.

Agricultural Operation. If the intent is to operate a facility consistent with the project description written by David Anderson, the following information is needed to determine whether the use is permitted at that location and the types of permits needed if any:

- A. The information included in the project description lists activities that are not typical of a single family household or small family farm and exceed the types of activities that would be consistent with a home occupation. Based on information provided it appears that the operation would fall into one of the following categories:
  1. a working farm with farmworkers residing on the property;
  2. an agricultural technical school for adults; or,
  3. a farmstay/agricultural homestay which is similar to a bread and breakfast except that it is part of an operating farm. These facilities provide room accommodations and meals to registered guests.

Please indicate which category most closely describes the intent of the agricultural operation.

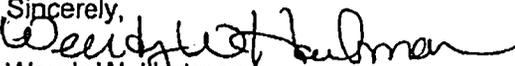
- B. Please provide more information on the guests/farmworkers/students:
  1. Maximum number of people outside of the family members that would be residing/staying at 4004 Hammonton-Smartsville Road at any given time.
  2. Maximum length of time that guests/students/farmworkers would be allowed to reside/stay at the site during a twelve month period.
  3. Will the guests/students/farmworkers be residing in the main house or guest house?
  4. Number of employees outside of the family members and guests/farmworkers/students that will be working at the site, but not living there.
  5. Target audience: is the facility open to the general public or must meet certain criteria to be a guest/student/farmworker. If not open to the general public what is the criteria?
  6. List all services/training that will be provided to the guests/farmworkers/students including faith based services.

7. Will the facility be operated seasonally based on crops being grown or year round?
8. Will you be working with any state, federal, or local agencies regarding referrals of students/farmworkers to the program/farm or placement of the students/farmworkers after completing training? If the answer is yes, please list the agencies you will be working with.

Please feel free to provide any other pertinent information.

Based on your response additional information may be needed in order to make a determination on whether the use is permitted or additional permits are required. Please provide a response to the above information no later than 5 p.m. September 17, 2010.

Sincerely,

  
Wendy W. Hartman  
Planning Director

CC: Yuba County Board of Supervisors  
Robert Bendorf, CAO  
County Counsel  
Kevin Mallen, CDSA Director  
Sherriff Durfor