

BOARD OF SUPERVISORS

AMENDED AGENDA

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



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

AUGUST 11, 2015

ADDENDUM TO AGENDA - ADDED TO COMMITTEES: Finance and Administration Committee Item A.

8:30 A.M. YUBA COUNTY WATER AGENCY Agenda and background

9:20 A.M. Finance and Administration Committee - (Supervisors Griego and Abe - Alternate Supervisor Fletcher) -

- A. [\(352-0815\) Consider employment agreement with Jim Arnold, Chief Probation Officer - County Administrator \(Five minute estimate\)](#)

Human Services Committee - (Supervisors Griego and Fletcher - Alternate Supervisor Nicoletti) -

- A. [\(354-0815\) Consider resolution authorizing Director to execute agreement with California Department of Social Services and Health Care Services for global data sharing - Health and Human Services \(Ten minute estimate\)](#)
- B. [\(355 -0815\) Consider agreement with California Department of Public Health for immunization Local Assistance grant and authorize Chair to execute documents required by agreement - Health and Human Services \(Five minute estimate\)](#)

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Fletcher
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 - 1. [\(329-0815\) Approve assignment of lease agreement between County of Yuba, BC Schmidt Construction, and BC Air, LLC and authorize Chair to execute.](#)
 - B. Auditor-Controller
 - 1. [\(330-0815\) Adopt resolution enacting policies for GASB34 Compliance, recording revenue, inter-fund transactions, end of year audit adjusting entries, and incorporating policies into Administrative Policy and Procedures Manual.](#)
 - C. Board of Supervisors
 - 1. [\(331-0815\) Adopt resolution proclaiming support for local water suppliers' drought responses and committing to participate in assisting in the defense of their responses against certain state actions.](#)

2. [\(332-1815\) Approve decision and findings of fact for Administrative Appeals regarding 5603 D South Gledhill Avenue, 5519 South Gledhill Avenue, and 5814 Garden Avenue, West Linda, and authorize Chair to execute.](#)

D. Clerk of the Board of Supervisors

1. [\(333-0815\) Approve minutes of the meetings of July 21 and 28, 2015.](#)
2. [\(334-0815\) Appoint Michael E. Lee to Resource Conservation District for a term ending November 30, 2016.](#)

E. Community Development and Services

1. [\(335-0815\) Approve Transportation Master Plan 2015-2019 recommended projects, funding sources, and schedule subject to formal approval of projects and funding in each fiscal year budget.](#)
2. [\(336-0815\) Award contract to apparent low bidder, R & R Horn, Inc., for Olivehurst Avenue Complete Streets Project and authorize Chair to execute.](#)

F. County Administrator

1. [\(337-0815\) Adopt resolution urging state to provide new sustainable funding for state and local transportation infrastructure.](#)
2. [\(338-0815\) Approve appoint of Louie Mendoza as Agriculture Commissioner/Sealer of Weights and Measures to successive four-year term effective August 7, 2015.](#)

G. County Counsel

1. [\(339-0815\) Adopt resolution repealing Resolution No. 2001-05 and establishing new orderly system for destruction of County records and direct staff to incorporate retention policy into Administrative Policy and Procedures Manual.](#)

H. Emergency Services

1. [\(340-0815\) Adopt resolution proclaiming the existence of ongoing local drought emergency within County.](#)

I. Health and Human Services

1. [\(341-0815\) Adopt resolution authorizing agreement with California for Multipurpose Senior Services Program for July 1, 2015 through June 30, 2016 and authorizing chair to execute required documents.](#)

J. Sheriff-Coroner

1. [\(342-0815\) Adopt resolution approving actions necessary in support of creating new programming, medical, and mental health facility adjacent to Yuba County Jail and further support application for SB863 funding.](#)

IV. **SPECIAL PRESENTATION**

- A. (343-0815) Present proclamation to Teena Carlquist-Bogdanoff in honor of 25 years of service. (No background information) (Ten minute estimate)

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

VI. **COUNTY DEPARTMENTS**

A. County Administrator

1. [\(344-0815\) Adopt resolution authorizing Amendment No. 1 to Contract with Peterson Consulting Inc. and Shaw/Yoder/Antwhi, Inc. and authorizing Chair to execute.](#)

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

- A. [\(345-0815\) Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Section 4.45.050 of Title IV Board and Commissions as it relates to First Five Yuba Commission membership. \(Roll call vote\) \(First reading\) \(Ten minute estimate\)](#)
- B. [\(346-0815\) Ordinance - Hold public hearing, waive reading, and introduce ordinance establishing Chapter 4.70 of the Yuba County Ordinance Code establishing Historic Resources Commission. \(Roll call vote\) \(First Reading\) \(Ten minute estimate\)](#)
- C. [\(347-0815\) Ordinance - Hold public hearing, waive reading, and introduce ordinance creating Chapter 10.10 Expedite and Streamline Permit Process for Residential Rooftop Solar Energy System to the Yuba County Ordinance Code and make determination the ordinance is exempt from California Environmental Quality Act \(CEQA\). \(First Reading\) \(Roll Call Vote\) \(Ten minute estimate\)](#)

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

- A. [\(348-0815\) Notice from California Fish and Game Commission petition to list Humboldt marten as endangered.](#)
- B. [\(349-0815\) Received from Board of State and Community Corrections regarding recidivism reduction grants.](#)
- C. [\(350-0815\) Letter from Brophy Farming Community regarding Cross Roads Community Church Joshua House.](#)
- D. [\(351-0815\) Letter from United States Bureau of Reclamation enclosing DVD copy of Draft Environmental Impact Statement for coordinated long-term operation of the Central Valley Project and State Water Project.](#)

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

X. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code §54956.9(e)(3) – One Claim/Jimenez
- B. Pending litigation pursuant to Government Code §54956.9(d)(4) - Two Cases

1:30 P.M. Administrative Appeal Hearing – 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.

1. [**1:30 P.M. \(353-0815\) Administrative Appeal Hearing - Hold appeal hearing to determine administrative penalty regarding APN 021-251-012/Ramirez, 5824 Montclair Avenue, East Linda. \(Sixty minute estimate\)**](#)

XI. **ADJOURN**

8/11/2015 - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED

Wheatland City Hall

111 C Street

Wheatland, California

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530)

749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors.

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Finance and Administration Committee
FROM: Robert Bendorf, County Administrator RB/KS
RE: Employment Agreement – Chief Probation Officer
DATE: August 25, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors consider approval of an employment agreement with Jim Arnold, Chief Probation Officer.

BACKGROUND

The Chief Probation Officer is a unique County position, as the employee reports directly to the Presiding Judge of the Superior Court. Per section 271 of the Welfare and Institutions Code, the Chief Probation Officer is also appointed by the Presiding Judge of the Superior Court consistent with the job specifications as outlined for the Chief Probation Officer. The Chief Probation Officer is a County employee however he serves at the pleasure of the Superior Court.

In December 2009, Jim Arnold was appointed as the Chief Probation Officer by the Presiding Judge of the Superior Court.

DISCUSSION

Executive level department heads have their performance evaluated by the County Administrator or the Board of Supervisors. In the case of the Chief Probation Officer, there is no statutory reference related to evaluating performance, with the exception of the County's merit procedures which lacks specificity for the Chief Probation Officer due to the position reporting directly to the Presiding Judge of the Superior Court.

In addition, most department heads have an employment agreement that provides certain inclusions due to the "at-will" classification. Because of the

unique nature of the Chief Probation Officer's appointment, there has never been an employment agreement executed.

After several discussions with the Chief Probation Officer and a review by the Presiding Judge of the Superior Court, it is recommended that the attached employment agreement be presented to the Board of Supervisors for their review and consideration of approval.

There are three primary considerations contained in the employment agreement;

- 1) A method for evaluating the performance of the Chief Probation Officer
- 2) Severance pay
- 3) A monthly automobile allowance

If approved, the employment agreement would be effective September 1, 2015.

FISCAL IMPACT

The estimated fiscal impact will be approximately \$3,000 for Fiscal Year 2015-2016 and will be included in the Final Budget for the Probation Department.

EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA, YUBA COUNTY SUPERIOR COURT AND JIM ARNOLD

RECITALS

This Agreement is entered into by and between County of Yuba (County), Yuba County Superior Court (Court) and Jim Arnold (Employee) and is dated for convenience this 14th day of July, 2015.

A. County desires to employ Employee as its Chief Probation Officer and Employee desires to serve as the Chief Probation Officer of the County. Employee was appointed as Chief Probation Officer of the County on effective December 11, 2009.

B. The County Board of Supervisors (Board) as Employer, the Court as the Appointing Authority and Employee desire to agree in writing to the terms and conditions of Employee's employment as Yuba County Chief Probation Officer.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County, Court and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County and Court agrees to employ Employee and Employee agrees to serve as the Chief Probation Officer of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other legally permissible and proper duties and functions as the Board and/or Court may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be from September 1, 2015 until terminated by Employee or County and Court in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and, further, agrees that he will not take any position, paid or otherwise, which may, in any degree, conflict or appear to conflict with the duties inherent in the position of the Chief Probation Officer of the County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County and Court no less than ninety (90) days advance written notice of the effective date of his resignation.

(b) The Court, as appointing authority, may terminate Employee at any time upon written notice. Employee, County and Court hereto recognizes and affirms:

1. Employee is an "at-will" Employee whose employment may be terminated by the Court, without cause;
2. There is no express or implied promise made to Employee for any form of continued employment as Chief Probation Officer; and,
3. This Agreement is the sole and exclusive basis for an employment relationship between Employee, Court and County.

(c) A decision to terminate Employee may be made by the Court, consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign his office instead of being terminated if an action by the Court to terminate has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County and Court.

(e) In the event the Employee is terminated for cause, Employee shall have the right to a name clearing hearing with the County involving notice of the charges and an opportunity to respond.

5. SEVERANCE PAY

(a) If Employee is terminated while he is still willing and able to perform the duties of Chief Probation Officer, County, Court and Employee agree that he will immediately be placed on paid Administrative Leave for a period of time not to exceed

four (4) months. If, within that four month period, Employee secures employment with another PERS employer, Employee agrees to tender his resignation with Court and County of even date with his start date at his new employment, which resignation will discontinue payments from the County under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, Court, and its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is terminated for cause, including but not limited to acts of moral turpitude, conflict of interest, or incompatibility of office, County and Court shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with Employee's original date of appointment as Chief Probation Officer, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Chief Probation Officer. Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees in the Probation Department.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to management employees in the Probation Department, commensurate with his appointment as Chief Probation Officer, and as they may be amended from time to time.

All actions taken by the County relating to benefits for management employees in the Probation Department shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement, beginning September, 2015 and in addition to other salary and benefits herein provided the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. VACATION AND SICK LEAVE

Employee shall be credited with his current vacation and sick leave balances.

10. PERFORMANCE EVALUATION

The County Administrator and the Court shall meet to evaluate Employee's performance at least annually.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The County shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

12. NOTICES

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: Yuba County Board of Supervisors
915 Eighth Street, Suite 115
Marysville, CA 95901

TO COURT: Yuba County Superior Court
915 Eighth Street, Suite 115
Marysville, CA 95901

TO EMPLOYEE: Jim Arnold
915 Eighth Street, Suite 113
Marysville, CA 95901

13. ENTIRE AGREEMENT

This Agreement is the final expression of, and constitutes, the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

14. ASSIGNMENT

This Agreement is not assignable by County, Court or Employee. Any Agreement to the contrary by either party shall be void.

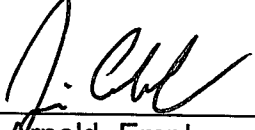
15. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County, Court and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE


COUNTY OF YUBA



Jim Arnold, Employee

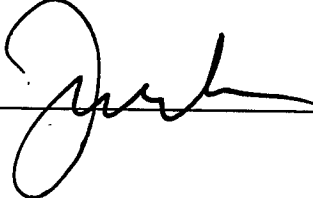
by: _____
Mary Jane Griego, Chair Board of Supervisors

YUBA COUNTY SUPERIOR COURT

by 

Honorable Debra J. Givens, Presiding Judge

APPROVED AS TO FORM
Angil Morris-Jones, COUNTY COUNSEL

by 

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



(354-0815) Consi... - 1 of 4

**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director *Jennifer Vasquez*
Tony Roach, Program Manager *Tony Roach*
Health & Human Services Department

DATE: August 11, 2015

SUBJECT: Memorandum of Understanding between the California Department of Social Services, the California Department of Health Care Services and Yuba County and authorization for Director of Health and Human Services Department to execute documents required by this agreement.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between the California Department of Social Services (CDSS), the California Department of Health Care Services (DHCS) and Yuba County for global data sharing and authorization for the Director of Health and Human Services Department to execute documents as required by this MOU.

BACKGROUND: The Child and Family Services Improvement and Innovation Act of 2011 (Public Law 112-34) requires State Title IV-B agencies to improve the oversight and monitoring of psychotropic medication and to include as part of their Health Care Coordination and Oversight Plan comprehensive description of protocols planned to ensure the safe and appropriate use of these medications. California law (Welfare and Institutions Code sections 369.5 and 739.5) requires juvenile court authorization prior to the administration of psychotropic medications to children and youth in foster care. The Psychotropic Medication Protocol, also referred to as the JV220 process, initiates the court authorization of psychotropic medications for dependents of the court. While this process provides a certain level of oversight of psychotropic medication use by children in foster care, additional steps are needed to ensure optimal safety and a more effective delivery of mental health services to these children in care.

DISCUSSION: This MOU makes available, through the access of a shared database that currently exists between CDSS and DHCS, confidential information pertaining to the children or non-minor dependents receiving child welfare services in Yuba County for the purpose of matching the confidential data in regards to the psychotropic medication usage factors of youth in foster care who received a paid claim for mental health drugs.

FISCAL IMPACT: Approval of the Agreement will not impact County General Funds. There is no County match requirement.

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

**RESOLUTION AUTHORIZING THE DIRECTOR)
OF THE HEALTH AND HUMAN SERVICES)
DEPARTMENT TO ENTER INTO AND EXECUTE)
THE MEMORANDUM OF UNDERSTANDING)
WITH THE STATE OF CALIFORNIA,)
DEPARTMENT OF SOCIAL SERVICES AND)
DEPARTMENT OF HEALTH CARE SERVICES,)
FOR GLOBAL DATA SHARING) RESOLUTION NO. _____**

WHEREAS, Yuba County Health and Human Services Department (HHSD), through entering into the global data sharing agreement with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), will be able to receive data containing confidential information pertaining to the children or non-minor dependents receiving child welfare services in the County of Yuba. The data received will include the data derived from the Child Welfare Services/Case Management System (CWS/CMS) and Medi-Cal pharmacy paid claim data match; and

WHEREAS, the Child and Family Services Improvement and Innovation Act of 2011 (Public Law 112-34) requires State Title IV-B agencies to improve the oversight and monitoring of psychotropic medication and to include as part of their Health Care Coordination and Oversight Plan comprehensive description of protocols planned to ensure the safe and appropriate use of these medications; and

WHEREAS, Welfare and Institutions Code sections 369.5 and 739.5 require juvenile court authorization prior to the administration of psychotropic medications to children and youth in foster care. The Psychotropic Medication Protocol, also referred to as the JV220 process, initiates the court authorization of psychotropic medications for dependents of the court; and

WHEREAS, for the purposes of ensuring optimal safety and a more effective delivery of mental health services to these children in care, the global data sharing agreement that currently exists between CDSS and DHCS requires the county child welfare agencies to enter into a Memorandum of Understanding (MOU) to enable the receipt of data containing confidential information about psychotropic medications

pertaining to the children or non-minor dependents receiving child welfare services in the county; and

WHEREAS, the Director of HHSD requests authorization to enter into and execute the MOU with CDSS and DHCS.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba, hereby authorizes the Director of the HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the County Counsel, the MOU with CDSS and DHCS for global data sharing and further, the Director is granted permission to amend and execute such amendments to the MOU or related documents/agreements as required by state regulation.

A copy of the executed MOU shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

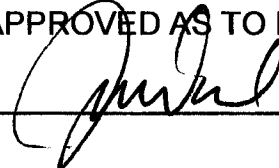
ABSENT:

ABSTAIN:

BY: _____
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



(355 -0815) Cons... - 1 of 66

**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director *for J Vasquez*
Health & Human Services Department

Dr. Nichole Quick, Health Officer
Public Health Division *NQ*

DATE: August 11, 2015

SUBJECT: Agreement with the California Department of Public Health for Grant Agreement #15-10467 Immunization Local Assistance Grant and authorization for Chairman to execute documents required by this agreement.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement with the California Department of Public Health (CDPH) for Grant Agreement #15-10467 Immunization Local Assistance Grant for the term of July 1, 2015, through June 30, 2017 and authorize the Chair to execute documents as required by this Agreement.

BACKGROUND: The Health and Human Services Department has applied and been approved for continuing funding through CDPH in the amount of \$72,500.00 to provide immunization services to the general public. Sections 120325-120380 of the Health and Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. County Health Officers are required to organize and maintain a program to make required immunizations available. This Agreement will assist the County in defraying costs of the mandated immunization program.

DISCUSSION: The Agreement with CDPH will assist Yuba County in conducting a general immunization program that provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, Yuba County will continue to identify target populations in need of immunizations and initiate corrective action to improve immunization levels. The Agreement will allow for the continuation of improving coverage rates among children, adolescents and adults along with providing education and training opportunities, materials, and information to health care providers, schools and child care centers, community organizations, and the general public to promote best practices for immunization and raise awareness about the importance of immunizations in the prevention of serious illnesses.

FISCAL IMPACT: Approval of the Agreement will not impact County General Funds. There is no County match requirement.



KAREN L. SMITH, MD, MPH
Director and State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health

(355 -0815) Cons... - 2 of 66

EDMUND G. BROWN JR.
Governor

July 6, 2015

County of Yuba
Attention: Lynne Olsen
Director of Nurses
P.O. Box 2320
5730 Packard Avenue, Suite 100
Marysville, CA 95901

Subject: Grant Agreement Number 15-10467

Dear Ms. Olsen:

Please find attached the above-referenced Grant Agreement between the California Department of Public Health and County of Yuba for review and signature.

The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. If you encounter any problems please contact me immediately for assistance. Please do not alter this Agreement, but if necessary, all requests for changes/corrections must be submitted to CDPH for Contract Management Unit approval prior to Grantee signature.

To approve this Agreement print, sign and return only the following checked items:

- ☒ **Two (2) original copies of the Grant Agreement, CDPH 1229** (sign page 3 of the Grant Agreement) both copies must bear original signatures. Please return two (2) sets of all three (3) pages of the Grant Agreement, CDPH 1229.
- ☒ **Return (1) original copy of the Exhibit F, #6, Certification Regarding Lobbying** for federally funded grants over \$100,000. This original copy must bear original signature.
- ☒ **One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**

Federal funding is made available from the Centers for Disease Control, Immunization Grant 93.268.

This agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this agreement is appreciated. For inquiries regarding this agreement, please contact Robina Escalada at (510) 620-3729. Unless

Lynne Olsen
County of Yuba
July 6, 2015
Page 2 of 2

(355 -0815) Cons... - 3 of 66

otherwise instructed, do not invoice CDPH for services rendered under this agreement until you receive your copy of the fully executed agreement.

The Centers for Disease Control requires that all federal funds be obligated by December 31, 2015. While the CDPH Immunization Branch will take responsibility to ensure that funds are obligated by the required due date, this requirement cannot be completed without a fully executed agreement. Therefore, in order to complete the process, agreements should be signed and returned to the Immunization Branch as soon as possible.



Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P 2nd Floor
Richmond, CA 94804
(510) 620-3729

Attachment(s)

CALIFORNIA IMMUNIZATION PROGRAM
RFA # 15-10146 Immunization Local Assistance Grant
Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"
TO
County of Yuba, hereinafter "Grantee"

Implementing the project, "Provide Immunization Services to the General Public,"
hereinafter "Project"

GRANT AGREEMENT NUMBER 15-10467

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, Chapter 435, which requires immunizations against childhood diseases prior to school admittance and Federal Grant # 5H23IP000717-03.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide immunization services to the general public. Local Health Department (LHD) Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Seventy Two Thousand Five Hundred dollars (\$72,500).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2015, or upon approval of this grant, and terminates on June 30, 2017. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2017.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee:
Immunization Branch Attn: Robina Escalada, Health Program Specialist	County of Yuba Name: Lynne Olsen, Director of Nurses
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 5730 Packard Avenue, Suite 100

City, ZIP: Richmond, CA 94804	City, ZIP: Marysville, CA 95901
Phone: (510) 620-3729	Phone: (530) 749-6766
Fax: (510) 620-3774	Fax: (530) 749-6281
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: lolsen@co.yuba.ca.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: County of Yuba
Attention: Cindy Klaisle, Field Representative	Attention: Lynne Olsen, Director of Nurses
Address: 1130 Conroy Lane, Suite 500	Address: 5730 Packard Avenue, Suite 100
City, ZIP: Roseville, CA 95661	City, ZIP: Marysville, CA 95901
Phone: (530) 886-3679	Phone: (530) 749-6766
Fax: (530) 886-3670	Fax: (530) 749-6281
E-mail: cindy.klaisle@cdph.ca.gov	E-mail: lolsen@co.yuba.ca.us

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
The Grant Application provides the description of the project.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
The approved budget supersedes the proposed budget in the Grant Application.
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS #15-10146
Including all the requirements and Attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS


GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Mary Jane Griego, Chair
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

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

Date: _____

Yolanda Murillo, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

County of Yuba
Grant # 15-10467
Total Pages: 19

EXHIBIT A

GRANT APPLICATION

CDPH Immunization Branch
Fiscal Year 2015-17
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	May 22, 2015
ORGANIZATION NAME	Yuba County Health & Human Services
AGREEMENT NUMBER	(Will be assigned by IZ/CDPH)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Donna Paterno	Phone Number: 530-749-6749
E-mail: <u>dpaterno@co.yuba.ca.us</u>	

Type of Application:	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal <input type="checkbox"/> Continuation
<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision

Budget Period:	Total Amount Requested:
From: <u>7/1/2015</u> To: <u>6/30/17</u>	\$ 72,500

Letter of Intent due May 29, 2015

APPLICATION CONTENTS:

Application due May 22, 2015

Please Check

Form 1: Application Cover Sheet/Checklist
 Form 2: Grantee Information Form
 Form 3: Local Project Synopsis
 Form 4: LHD Scope of Work
 Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
 Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

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NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Form 2

CDPH Immunization Branch
Grantee Information Form

Date Form Completed: 5/22/15

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID #	94-6000549 Contract/Grant# (will be assigned by IZ/CDPH)
	Name	Yuba County Health & Human Services
	Mailing Address	P.O. Box 2320
	Street Address (If Different)	5730 Packard Avenue, Suite 100, Marysville, CA 95901
	County	Yuba
	Phone	530-749-6311 Fax 530-749-6281
	Website	www.co.yuba.ca.us
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	Mary Jane Griego
	Title	Chair of Yuba County Board of Supervisors
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	915 8 th Street, Suite 109
	Street Address (If Different)	
	Phone	(530) 749-7510 Fax (530) 749-7353
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	Lynne Olsen
	Title	Director of Nurses
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	Same
	Street Address (If Different)	Same
	Phone	530-749-6766 Fax 530-749-6281
E-mail	lolsen@co.yuba.ca.us	

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	<u>Donna Paterno</u>
	Title	<u>Accounting Technician</u>
	If address(es) are the same as the organization above, just check this box and go to Phone X	
	Mailing Address	<u>Same</u>
	Street Address (If Different)	<u>Same</u>
	Phone	<u>530-749-6749</u> Fax <u>530-749-6281</u>
E-mail	<u>dpaterno@co.yuba.ca.us</u>	
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	<u>Donna Paterno</u>
	Title	<u>Accounting Technician</u>
	If address(es) are the same as the organization above, just check this box and go to Phone X	
	Mailing Address	<u>Same</u>
	Street Address (If Different)	<u>Same</u>
	Phone	<u>530-749-6749</u> Fax <u>530-749-6281</u>
E-mail	<u>dpaterno@co.yuba.ca.us</u>	
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	<u>Erman Thurman</u>
	Title	<u>Program Manager Financ/Administration</u>
	If address(es) are the same as the organization above, just check this box and go to Phone X	
	Mailing Address	<u>Same</u>
	Street Address (If Different)	<u>Same</u>
	Phone	<u>530-749-6356</u> Fax _____
E-mail	<u>ethurman@co.yuba.ca.us</u>	

Date: 04/27/2015

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: Yuba County Health and Human Services

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The goal for 2015-2017 is to promote immunizations for Yuba County residents as recommended by the Advisory Committee on Immunization Practices (ACIP). Yuba County will provide immunization education to schools, health care providers, community partners, staff, etc. in an effort to promote vaccines to prevent vaccine preventable diseases in the county. Yuba County will use and promote the use of the California Immunization Registry.

Yuba County will connect with community pediatric providers and/or the local hospital to provide education regarding perinatal hepatitis B, encourage routine hepatitis B vaccination and hepatitis B post vaccination serology to ensure children exposed to perinatal hepatitis B are immune. Case management will be provided to all perinatal hepatitis B affected individuals.

Yuba County will serve as the immunization resource to the community and promote best practices through the development of partnerships and collaborative activities.

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

**CDPH Immunization Branch
LHD Scope of Work****Form 4****1. Service Overview**

Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.**Glossary of Acronyms**

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**CDPH Immunization Branch
LHD Scope of Work****3. Services to be Performed**

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:**1) Program Management**

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

**CDPH Immunization Branch
LHD Scope of Work**

Date: 04/27/2015

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

**CDPH Immunization Branch
LHD Scope of Work**

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other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
LHD Scope of Work**

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- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

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- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

**CDPH Immunization Branch
LHD Scope of Work**

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- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

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- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants ≤ 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**CDPH Immunization Branch
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b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
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- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- ☐ Distribute materials for use at community health fairs/events
- ☐ Post message(s) on Facebook, Twitter
- ☐ Post a web banner on your website and/or signature line
- ☐ Advertise your message (outdoor advertising, print, radio, TV, Online)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation for grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**CDPH Immunization Branch
LHD Scope of Work**

RFA #15-10146
Date: 04/27/2015

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

**CDPH Immunization Branch
LHD Scope of Work**

RFA #15-10146
Date: 04/27/2015

Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant F

RFA #15-10146

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Exhibit B - Budget

Form 5A

Applicant: County of Yuba
Budget Period: July 1, 2015 - June 30, 2016

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ 5,616.00
2	Vaccine Accountability and Management	\$ 1,644.00
3	Vaccine Availability	\$ 1,644.00
4	Immunization Information Systems	\$ 1,918.00
5	Provider Quality Assurance and Improvement	\$ 4,656.00
6	Perinatal Hepatitis B Prevention	\$ 10,035.00
7	Education, Information, Training and Partnerships	\$ 4,984.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 4,109.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 1,644.00
Total Funding Requested within this Application:		\$ 36,250.00
Total Personnel:		\$ 35,512.00
Total General Expenses:		\$ 738.00
Budget Total:		\$ 36,250.00

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Fund

RFA #15-10146

(355 -0815) Cons... - 25 of 66

Exhibit B - Budget

Form 5B

Applicant: County of Yuba
Budget Period: July 1, 2016 - June 30, 2017

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ 5,644.00
2	Vaccine Accountability and Management	\$ 1,743.00
3	Vaccine Availability	\$ 1,743.00
4	Immunization Information Systems	\$ 2,034.00
5	Provider Quality Assurance and Improvement	\$ 4,068.00
6	Perinatal Hepatitis B Prevention	\$ 10,023.00
7	Education, Information, Training and Partnerships	\$ 5,184.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 4,068.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 1,743.00
Total Funding Requested within this Application:		\$ 36,250.00
Total Personnel:		\$ 35,526.00
Total General Expenses:		\$ 724.00
Budget Total:		\$ 36,250.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed:

- 1) \$36,250 for the budget period of 07/01/2015 through 06/30/2016.
- 2) \$36,250 for the budget period of 07/01/2016 through 06/30/2017.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Allowable Line Item Shifts

A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT ACTOR: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

County of Yuba
Grant # 15-10467
Total Pages: 25

EXHIBIT D

REQUEST FOR APPLICATIONS #15-10146



KAREN L. SMITH, MD, MPH
Director and State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health

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EDMUND G. BROWN JR.
Governor

DATE: April 30, 2015

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Acting Assistant Branch Chief *Maria E. Volk*
Immunization Branch

SUBJECT: **Application for Immunization Local Assistance Grant Funds,
Fiscal Year 2015-2017**

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the grant application process to Local Health Department (LHD) grantees for FY 2015-17. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, Chapter 435, which requires immunizations against childhood diseases prior to school admittance. LHDs serve as the lead health agency in their respective jurisdictions. LHD's Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

OVERVIEW

This letter also provides an overview of the allocation of funding application process. As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2015-17. In addition, your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/ Non-Allowable Use of 317 and VFC (Vaccines for Children) Federal Assistance (FA) Operations Funds is enclosed.

This year CDPH will be initiating a two year grant. The award figure for both years will be the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from the Centers for Disease Control and Prevention and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes and will work with you to revise your budget to match available funds.

SUBMISSION OF FINAL APPLICATION PACKAGE

Completed application packages must be submitted by **Friday, May 22, 2015** to izb.admin@cdph.ca.gov.

The application package contains the following:

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: LHD Scope of Work
- Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
- Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

Thank you.

Enclosures

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
Ruby Escalada, CDPH, Immunization Branch
Noemi Marin, CDPH, Immunization Branch
Rossana Ordonez, CDPH, Immunization Branch
Jonathan Tandoc, CDPH, Immunization Branch

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
Personnel	
Salary/wages	X
Fringe	
Compensation/fringe benefits	X
Travel	
State/Local/Regional conference travel expenses	X
Local meetings/conferences (Ad hoc) (excluding meals)	X
In-state travel costs	X
Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings)*	X
*Please refer to Operations Funding Categories, pg. 10-11 for additional information.	
VFC-only site visits	X
AFIX-only site visits	X
Combined (AFIX & VFC site visits)	X
Perinatal hospital record reviews	X
Equipment*	
Fax machines for vaccine ordering	X
Vaccine storage equipment for VFC vaccine	X
Copy machines	X
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year <u>and</u> an acquisition cost of <u>\$5,000 or more</u> per unit.	

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Supplies	
Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	x
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	x
Personal computers/Laptops/Tablets	x
Pink Books, Red Books, Yellow Books	x
Printers	x
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	x
Digital data logger with valid certificate of calibration/validation/testing report	x
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	
Contractual	
State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable.	x
Regional/Local meetings	x
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	x
GSA Contractual services	x
Other IIS contractual agreements (support, enhancement, upgrades)	x
FA	
Non-CDC Contract vaccines	x
Indirect	
Indirect costs	x
Miscellaneous	
Accounting services	x
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	x
Audit Fees	x
BRFSS Survey	x
Committee meetings (room rental, equipment rental, etc.)	x

**Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	x
Consumer information activities	x
Consumer/provider board participation (travel reimbursement)	x
Data processing	x
Laboratory services (tests conducted for immunization programs)	x
Local service delivery activities	x
Maintenance operation/repairs	x
Malpractice insurance for volunteers	x
Memberships/subscriptions	x
NIS Oversampling	x
Pagers/cell phones	x
Printing of vaccine accountability forms	x
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	x
Public relations	x
Publication/printing costs (all other immunization related publication and printing expenses)	x
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	x
Shipping (other than vaccine)	x
Shipping (vaccine)	x
Software license/Renewals (ORACLE, etc.)	x
Stipend Reimbursements	x
Toll-free phone lines for vaccine ordering	x
Training costs – Statewide, staff, providers	x
Translations (translating materials)	x
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	x
VFC enrollment materials	x
VFC provider feedback surveys	x
VIS camera-ready copies	x

**Non-Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Expense	NOT allowable with federal immunization funds
Honoraria	X
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	X
Alcoholic beverages	X
Building purchases, construction, capital improvements	X
Land purchases	X
Legislative/lobbying activities	X
Bonding	X
Depreciation on use charges	X
Research	X
Fundraising	X
Interest on loans for the acquisition and/or modernization of an existing building	X
Clinical care (non-immunization services)	X
Entertainment	X
Payment of bad debt	X
Dry cleaning	X
Vehicle Purchase	X
Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups,	X
Purchase of food (unless part of required travel per diem costs)	X

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the Immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

CDPH Immunization Branch
Fiscal Year 2015-17
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	
ORGANIZATION NAME	
AGREEMENT NUMBER	(Will be assigned by IZ/CDPH)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	Phone Number:
E-mail:	

Type of Application:	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal <input type="checkbox"/> Continuation
<input type="checkbox"/> Supplement	<input type="checkbox"/> Revision

Budget Period:	Total Amount Requested:
From: _____ To: _____	\$ _____

Letter of Intent due _____, 2015

APPLICATION CONTENTS:**Application due May 22, 2015****Please Check**

Form 1: Application Cover Sheet/Checklist
 Form 2: Grantee Information Form
 Form 3: Local Project Synopsis
 Form 4: LHD Scope of Work
 Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
 Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Form 2

CDPH Immunization Branch Grantee Information Form

Date Form Completed: _____

Organization	This is the information that will appear on your grant agreement cover	
	Federal Tax ID # _____	Contract/Grant# _____ (will be assigned by IZ/CDPH)
	Name _____	
	Mailing Address _____	
	Street Address (If Different) _____	
	County _____	
	Phone _____	Fax _____
Website _____		
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover	
	Name _____	
	Title _____	
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
E-mail _____		
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name _____	
	Title _____	
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
E-mail _____		

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	
Fiscal Reporter	The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	
Fiscal Signatory	The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	
E-mail	_____	

Date: 04/27/2015

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

DEA #15-10110
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**CDPH Immunization Branch
LHD Scope of Work**

Form 4

1. Service Overview

Grantee agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

**CDPH Immunization Branch
LHD Scope of Work**

other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
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- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
 - vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
 - viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
 - ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.
- b. Suggested Activities:**
- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
 - ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).
- c. Performance Measures:**
- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
 - ii. Mass vaccination clinic outcomes.
- d. Reporting Requirements:**
- i. Number and hours of operating sites.
 - ii. Number of immunizations provided with state-funded vaccines and costs to patient.
 - iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

- a. Required Activities:**
- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
 - ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
 - iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

**CDPH Immunization Branch
LHD Scope of Work**

- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

**CDPH Immunization Branch
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- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants ≤ 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**CDPH Immunization Branch
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b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
LHD Scope of Work**

- ☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- ☐ Contribute an article to newsletters/bulletins
- ☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- ☐ Distribute materials for use at community health fairs/events
- ☐ Post message(s) on Facebook, Twitter
- ☐ Post a web banner on your website and/or signature line
- ☐ Advertise your message (outdoor advertising, print, radio, TV, Online)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation for grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**CDPH Immunization Branch
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d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

CDPH Immunization Branch
LHD Scope of Work

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Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA#15-10146

Date: 04/27/2015

Exhibit B - Budget

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Applicant:
Budget Period: July 1, 2015 - June 30, 2016

SECTION 1: GRANTEE BUDGET

Objective		Funding Amount
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Funding Requested within this Application:		\$ -
Total Personnel:		\$ -
Total General Expenses:		\$ -
Total Subgrantees (must match total funding in Section 2):		\$ -
Budget Total:		\$ -

SECTION 2: SUBGRANTEE BUDGET

Objective		Funding Amount
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Subgrantee Funding Requested:		\$ -
Total Subgrantee Personnel:		\$ -
Total Subgrantee General Expenses:		\$ -
Subgrantee Budget Total:		\$ -

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA #15-10146

Date: 04/07/2015

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Exhibit B - Budget

Applicant:
Budget Period: July 1, 2016 - June 30, 2017

SECTION 1: GRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -

Total Funding Requested within this Application: \$ -

Total Personnel: \$ -

Total General Expenses: \$ -

Total Subgrantees (must match total funding in Section 2): \$ -

Budget Total: \$ -

SECTION 2: SUBGRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -

Total Subgrantee Funding Requested: \$ -

Total Subgrantee Personnel: \$ -

Total Subgrantee General Expenses: \$ -

Subgrantee Budget Total: \$ -

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Federal Terms and Conditions*(For federally funded Grant agreements)*

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

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Funds

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

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (355 -0815) Cons... - 60 of 66
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

Attachment 1
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CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Yuba County

Name of Grantee

Mary Jane Griego

Printed Name of Person Signing for Grantee

15-10467

Contract / Grant Number

Signature of Person Signing for Grantee

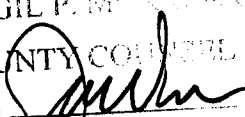
Date

Chairman, Yuba County Board of Supervisors

Title

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

California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

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

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING (355 -0815) Cons... - 65 of 66

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1362. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0048. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0048), Washington, DC 20503.

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director



(329-0815) Appro... - 1 of 22

AIRPORT	749-8248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

August 11, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services *DM*

SUBJECT: AUTHORIZE THE CHAIR TO EXECUTE AN ASSIGNMENT OF LEASE AGREEMENT BETWEEN THE COUNTY OF YUBA, B.C. SCHMIDT CONSTRUCTION, AND BC AIR, LLC

Members of the Board:

Recommendation:

It is recommended that the Board authorize the Chairman of the Board of Supervisors to execute the subject "Assignment of Lease Agreement and Consent Thereto."

Background:

The principle owners of B.C. Schmidt Construction have separated and legal proceedings have transferred the ownership of the private hangar located at the Yuba County Airport to Bill Schmidt, doing business as BC Air, LLC.

Discussion:

This is a ground lease site that accommodates a privately-owned 1,760 sf aircraft hangar.

Committee Action:

This item was not presented to the Public Facilities Committee as it is a ground lease assignment and considered routine.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund. The lease agreement provides the airport with \$844 annual revenue.

Attachment

ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO

ASSIGNMENT OF LEASE AGREEMENT AND CONSENT THERETO, dated ____ day of May, 2015, by and between B.C. SCHMIDT CONSTRUCTION, ("Assignor"), and BILL SCHMIDT, doing business as "BC AIR, LLC, ("Assignee"), and the COUNTY OF YUBA ("County").

WITNESSETH

WHEREAS, on October 8, 2013, a Lease Agreement was executed by and between the County and Assignor with respect to real property owned by the County, situated at the Yuba County Airport; and

WHEREAS, Assignor desires to assign all rights, title, and interest in and under the Lease Agreement to Assignee due to the results of legal proceedings that transferred ownership of the aircraft hangar building located on the real property to Assignee; and

WHEREAS, pursuant to the terms of the Lease Agreement, any such assignment can be made only with the prior consent of the County;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the following facts and circumstances and the mutual covenants hereinafter set forth, the parties hereto covenant as follows:

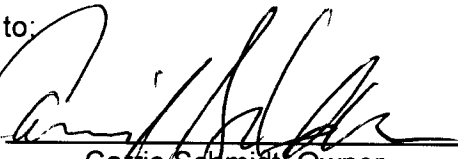
1. Assignor does hereby grant, convey, sell, sign, and set over to Assignee the following lease, to wit: a Lease Agreement dated October 8, 2013, between the County of Yuba and B. C. Schmidt Construction, the said real property situated at the Yuba County Airport, more particularly described as: Yuba County Airport Terminal Area, Master Lease Map, Site Number 11, Hangar #5, approximately 1,760 square feet, as shown on the map herein marked Exhibit A and by this reference incorporated herein and made a part hereof.

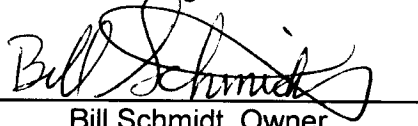
2. Assignee and its successors and assigns shall have and hold said Lease Agreement for and during all the rest, residue, and remainder of the term of the lease and any extension thereof.

3. Assignee shall be bound by and hereby agree to perform each and all the terms, covenants, and conditions of said Lease Agreement.

4. Upon execution of this Assignment of Lease Agreement and Consent Thereto by the parties hereto, the Assignor shall be released from the terms, covenants, and conditions of the Lease Agreement, dated October 8, 2013.

The foregoing is consented and agreed to:

By 
Carrie Schmidt, Owner
B.C. Schmidt Construction
"Assignor"

By 
Bill Schmidt, Owner
BC Air, LLC
"Assignee"

COUNTY OF YUBA

By _____
Chairman

ATTEST: DONNA A. STOTTLEMEYER
Clerk of the Board of
Supervisors

Approved as to form:


County Counsel

AIRPORT LEASE AGREEMENT

THIS LEASE made and entered into this 23 day of August, 2013, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and B.C. SCHMIDT CONSTRUCTION, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development, and

WHEREAS, pursuant to the provisions of Section 50478, Government Code, Lessor is authorized to lease all or any portion of said property for the construction and maintenance of hangars, service shops, structures, and other conveniences for airport purposes; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary, to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **LEASED PREMISES:** Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Yuba County Airport Terminal Area
Master Lease Map
Site Number 11 Hangar #5
(1,760 square feet)

Attached to this Lease and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

2. TERM: The term of this Lease shall be five (5) years commencing on the 1st day of July, 2013. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the five-year term. The terms of any new lease, or extension of this lease, and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of \$.04 cents per square foot of building area per month or Seventy Dollars and 40/100 (\$70.40), payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rental shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment. The Lessee, however, shall have the right to pay one annual payment of all the monthly rents prior to the first day of the following year and by so doing receive a one month's reduction of said rents.

B. Concurrently with Lessee's execution of this Lease, Lessee shall pay to Lessor the sum of the rent for the first and last month of the term of this Lease or One Hundred Forty and 80/100 Dollars (\$140.80).

4. OTHER CHARGES AND FEES:

Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at their sole expense and cost, contest any tax, fee, or assessment.

5. PENALTIES: Payments not made by the 10th of the month are subject to a late fee as established by the Board of Supervisors. In the event Lessee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Lease are due, Lessor shall assess interest at the rate of eighteen percent (18%) annual percentage rate of the payment due for each month unpaid or any portion of a monthly payment which is left unpaid.

6. LEASEHOLD IMPROVEMENTS:

A. Lessee, at its own cost, shall completely build, erect and equip, in accordance with plans and specifications to be approved by Lessor prior to the start of construction, a pre-engineered hangar building approximately 44 ft x 40 ft; building to be painted a color approved by Lessor. The exterior of said building to be compatible with the existing structures.

B. The demised premises and the building constructed thereon shall be used exclusively for the storage of aircraft owned, leased or hired by Lessee and for no other purpose.

C. In the event that Lessee shall fail or refuse to construct said hangar or complete said hangar in a timely manner, the Lessor shall have the right to demand a final date of completion. The Lessee shall make every attempt to construct the hangar within the first year of the lease.

D. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

E. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

F. Upon receiving final Lessor approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

G. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanics lien or encumbrance of any kind or nature.

H. This Lease shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

I. At the end of the term of this Lease, Lessee shall have the right of removal. If Lessee fails to exercise said right of removal, Lessor may at its option remove and dispose of all structures then located on the premises, or may declare said structures abandoned; if so abandoned, title to said structures shall pass to Lessor. In the event of default in the payment of

rent, Lessor may re-enter the premises and use same and all structures thereon for its own purposes. In such event, and in the event default remains uncured for thirty (30) days thereafter, title to the structures shall thereupon pass to Lessor.

7. OTHER ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Except for Lessee's work, Lessee shall make no alterations, additions, or improvements in or to the leased premises without Lessor's prior written consent.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of the Lease and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

8. OPERATIONS: Lessee's approved operation at Airport is pursuant to the provisions of Part 91 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. The hangar is not to be used as a commercial repair/maintenance shop. No maintenance on the aircraft shall be performed in the hangar without the prior written approval of airport except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Painting is strictly prohibited. Lessee shall at all times and at its own cost and expense have all its owned or operated aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have

final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

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

9. USE OF COMMON AREAS:

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon Lessee's registered aircraft operations and maintenance of the same aircraft and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall

promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this paragraph 10 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason of Lessee's use of or operations on the leased premises. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. **SIGNS:** During the term of this Lease, Lessee shall have the right, at Lessee's expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said signs(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease.

12. **INSURANCE:** Lessee shall throughout the existence of this Lease, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability

insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as follows:

A. The terms of the attached Exhibit C, "Insurance Provisions," are made a part of this Lease and are incorporated herein by reference.

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

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

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

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

13. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents, and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents, and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. MAINTENANCE AND REPAIR:

Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the

same upon the expiration of this Lease in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

15. TAXES: Under this Lease, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

16. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

17. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate Lease and renegotiate a new Lease with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent of his leasehold with the approval of the Airport Manager, but sublessees will be required to pay appropriate use and fees or charges as established from time-to-time by the County. Any sublease of this Lease shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease upon thirty (30) days' notice to Lessee without further liability to Lessee and such assignment, transfer, or sublease shall be void.

18. **DEFAULT:** In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

19. **BANKRUPTCY:** In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

20. **FIRE DAMAGE:** It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

21. **BREACH OR NONCOMPLIANCE:** The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

22. **ATTORNEY'S FEES:** In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable

attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation.

23. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES:

To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit B, attached hereto and made a part hereof.

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

To County At:

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

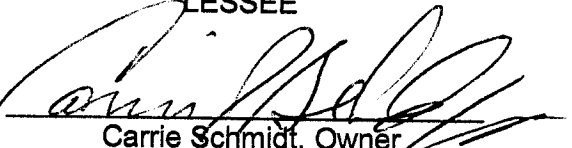
To Lessee At:

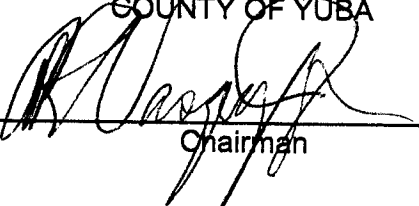
P. O. Box 1557
Williams, CA 95987

Copy to:

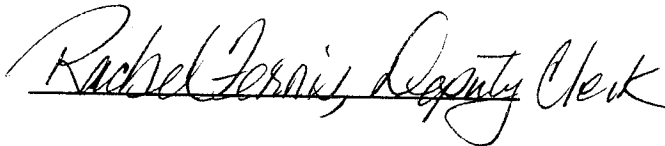
Yuba County
County Counsel
915 8th Street, Suite 111
Marysville, CA 95901

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

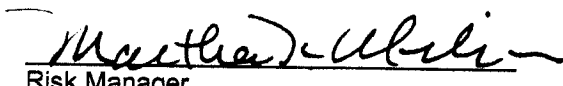
LESSEE
By: 
Carrie Schmidt, Owner

COUNTY OF YUBA
By: 
Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
Of Supervisors


Rachel Ferris, Deputy Clerk

REVIEW OF INSURANCE:


Risk Manager

APPROVED AS TO FORM:


County Counsel

EXHIBIT B

FEDERAL AVIATION ADMINISTRATION ASSURANCES

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

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

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

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

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

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

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

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

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

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

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

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

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

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

Attachment C – Insurance Provisions

LESEE 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 LESEE, 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.
(Not required if LESEE provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to LESEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

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 LESEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESEE 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 LESEE'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, **LESEE'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 LESEE'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

LESEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESEE 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 LESEE 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, LESEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

LESEE 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 LESEE'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

LESEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

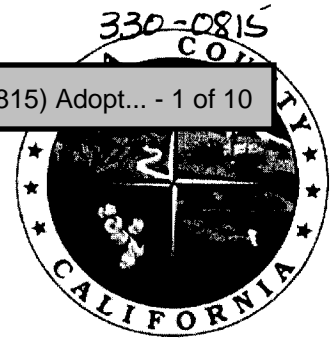
COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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: Barbara Dennis, Deputy
Date: October 8, 2013

The County of Yuba

330-0815
(330-0815) Adopt... - 1 of 10



Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

To: Board of Supervisors
From: C. Richard Eberle, CPA, Auditor-Controller
Date: August 11, 2015
Re: Fiscal Policies

Handwritten initials: RE

Recommendation

It is recommended that the Board of Supervisors:

1. Adopt the Resolution enacting certain policies for GASB 34 Compliance, Recording Revenue, Interfund Transactions, and End of Year Audit Adjusting Entries; and
2. Direct staff to incorporate the new policies into the Administrative Policies and Procedures Manual

Background

The county's Single Audit for fiscal year 2012-2013, which audits compliance with federal grant requirements, included four findings dealing with the lack of fiscal policies in the areas of GASB 34 compliance, recording of year end audit adjustments, recording of revenue, and the recording of interfund transactions. The Federal Department of Justice has requested documented measures to address these findings which include adopting formal policies to address the findings. The proposed policies will address the findings

Discussion

The Auditor-Controller's office is working to establish county-wide policies and procedures to ensure the accuracy and timeliness of the County's financial information. The Department of Justice is striving to ensure adequate controls are in place so federal grant funds are recorded and expended according to requirements. These policies have been preliminarily reviewed by the Department of Justice and meet their requirements.

Committee Action

This action is being presented to directly to the Board of Supervisors due to the timeframe requested by the federal Department of Justice

Financial Impact

There is no fiscal impact.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION ENACTING)
CERTAIN SECTIONS OF THE)
YUBA COUNTY)
ADMINISTRATIVE POLICY)
AND PROCEDURES MANUAL)

Resolution No. _____

WHEREAS, the County fiscal operations will benefit from standardized policies and procedures; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby adopts the following policies as set forth in Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following votes:

AYES:

NOES:

ABSENT:

By: _____
Mary Jane Griego, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

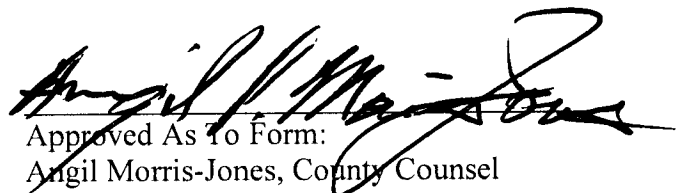

Approved As To Form:
Angil Morris-Jones, County Counsel

Exhibit A (see attached)

- GASB 34 Compliance Policy
- Recording Revenue Policy
- Interfund Transactions Policy
- End of Year Audit Adjusting Entries Policy

Subject: GASB 34 COMPLIANCE	Policy Number: B-5	Page Number: Page 1 of 1
	Date Approved: 08/11/15	Revised Date:

POLICY:

The creation and use of fund accounts in the financial system will be maintained in accordance with the requirements specified in GASB 34, to ensure that all economic resources that can be used by the County are reported in the basic financial statements.

PURPOSE:

To establish procedures and guidelines to ensure the County is in compliance with GASB 34, which requires that all funds be properly identified in the general ledger.

PROCEDURE:

1. The Auditor-Controller is responsible for the chart of accounts and financial reporting. The Auditor-Controller will set up and monitor new accounts, including trust fund and agency fund accounts, in the accounting system to ensure that the accounting system properly identifies and records transactions in compliance with GASB 34.
2. The Auditor-Controller's office is responsible for all year-end adjustments to convert accounting records to the financial reporting requirements of GASB 34, including: proper accruals; capital assets including infrastructure assets; long-term debt; internal balances and interfund activity; certain revenue items; and any necessary adjustments to trust fund and agency fund account balances. These year-end adjustments are prepared by the staff accountant. The year-end adjustments, along with the government wide statements, are reviewed and approved by the Auditor-Controller to ensure compliance with GASB 34. In addition, detailed year-end reviews of the "Miscellaneous Revenue" accounts are completed by the Controller to ensure compliance with GASB 34.
3. The County, with the recommendation of the Auditor-Controller, will develop additional policies and procedures along with revising current policies to ensure accounting practices are in compliance with GASB 34.

Subject: RECORDING REVENUE	Policy Number: B-7	Page Number: Page 1 of 2
	Date Approved: 08/11/15	Revised Date:

POLICY:

Revenue must be recorded in the financial system with the proper classification and in sufficient detail.

PURPOSE:

To establish procedures and guidelines related to recording of revenue so as to ensure revenue data is accurately classified according to established guidelines and in sufficient detail to identify the source of the revenue.

PROCEDURE:

1. Revenue reporting for governmental accounting is mainly concerned with identifying the source of the funding used for county operations. In order to facilitate the accurate reporting of revenue and an accurate analysis of revenue trends it is imperative that revenue be properly classified as to the source.
2. The State Controller's Office of California (SCO) has published the manual "Accounting Standards and Procedures for Counties" and periodically updates the manual for changes in accounting standards. Chapter 6 "External Financing Sources" defined the various typical revenue sources for counties. The revenue sources are classified in the following general categories:
 - a. Taxes
 - b. Licenses, Permits, and Franchises
 - c. Fines, Forfeitures, and Penalties
 - d. Revenue from the Use of Money & Property
 - e. Intergovernmental Revenues
 - f. Charges for Services
 - g. Miscellaneous Revenues
 - h. Other Financing Sources
 - i. Special Items
3. All revenue received by the county can be classified into one of the above categories. As the categories are general in nature the Auditor-Controller's office will set up sub-accounts under each general heading to further classify the revenue for internal reporting purposes. The criteria for classifying revenue by category are included in the SCO manual. A copy of the full manual and an excerpt of chapters 6 are included on the Auditor-Controller's intranet site. All efforts should be made to classify revenue into the appropriate category. If there is a question as to the classification of revenue, the departments shall contact the Auditor-Controller's office for assistance.

4. If a department believes an appropriate revenue account does not exist in the fund for deposit, the department will contact the Auditor-Controller's office (330-0815) Adopt... - 7 of 10 appropriate account be set up. The Auditor-Controller's office will review the information, along with input from the requesting department, and make the final determination as to how the revenue in question will be classified. Any changes to the chart of accounts will be made by the Auditor-Controller's office, with accompanying documentation and authorizations.
5. The miscellaneous category is typically used only when the transactions do not meet the criteria for any other category. Normally, routine revenue transactions will be classified as something other than Miscellaneous Revenue. The Auditor-Controller's office will periodically review miscellaneous revenue accounts to validate accuracy and proper classification. Departments are encouraged to monitor the use of miscellaneous revenue accounts and periodically review transactions in the miscellaneous account to verify proper classification.
6. If any corrections to the posting of revenue classification are identified and deemed necessary, departments will submit a journal entry request form to reclassify the revenue to the appropriate category. The journal entry request will be accompanied by documentation justifying the change. The journal request will be processed according to established procedures.
7. Revenue transactions posted to the financial system must be reviewed by another staff member in the Auditor-Controller's office prior to posting. The review will verify the adequacy of supporting documentation and the appropriateness of the specified account.
8. On a monthly basis, account activity reports, including revenue accounts, are submitted to each department to ensure proper posting. Department fiscal staff reviews the transactions and prepares a reconciliation of departmental revenue and receivables. Department supervisors or management review and approve the reconciliation.

Subject: INTERFUND TRANSACTIONS	Policy Number: B-5	Page Number: Page 1 of 2
	Date Approved: 08/11/15	Revised Date:

POLICY:

Interfund transactions, including interfund loans, services provided and used, must balance the debit and credits based on the appropriate transaction type.

PURPOSE:

To establish procedures and guidelines related to recording of interfund transactions so as to ensure accurate reporting of interfund transactions and reduce the risk of misstating revenues and expenditures.

DEFINITIONS:**Interfund Loans**

- Amounts provided from one fund to another fund with a requirement for repayment

Interfund Services Provided and Used

- Sales and purchases of goods and/or service between fund for a price approximating their external exchange value

Interfund Transfers

- Flows of assets (such as cash or goods) without equivalent flows of assets in return and without a requirement for repayment. This includes payments in lieu of taxes that are not for, and are not reasonably equivalent to, services provided

PROCEDURE:

1. Revenues should be recognized in the correct fund and according to GASB guidelines, typically when the funds are earned and available to be used by the county for the intended purpose. Expenditures should also be recognized according GASB standards.
2. When one fund is providing resources to another fund with the expectation of repayment an interfund loan should be recorded. To record an interfund loan use the following procedures:
 - a. the fund loaning the resources should record the amount in a “due from other funds” asset account
 - b. the fund receiving the resources should record the amount in a “due to other funds” liability account

- c. the amount in both the “due to” and “due from” accounts should be equal and any future transaction should affect both accounts equally so the would be equal and offsetting

3. When one fund is providing goods or services to another fund, such as a department using the fleet resources of an Automotive Service Internal Service Fund or a department paying insurance premiums to an internal service fund, the transaction should be treated as follows:
 - a. The fund receiving the goods or services should record the transaction as expenditure in its chart of accounts.
 - b. The fund providing the goods or services should record the transaction as revenue in its chart of accounts.
 - c. The amount of the revenue transaction must equal the amount of the corresponding expenditure transaction.
4. When one fund is transferring resources to another fund without an expectation of repayment, i.e. transfers from reserve funds to operating funds, transfers between proprietary and governmental funds, etc., an interfund transfer should be recorded. To record an interfund transfer use the following procedures:
 - a. The fund providing the resources should record a “transfer out” transaction
 - b. The fund receiving the resources should record a “transfer in” transaction
 - c. the amount in both the “transfer in” and “transfer out” accounts should be equal so the balance at any time would be equal and offsetting
 - d. at no time should the transfer out be recorded as expenditure or as a reduction in revenue in the fund providing the resources
 - e. at no time should the transfer in be recorded as revenue or as a reduction in expenditure in the fund receiving the resources
5. All interfund transactions will be reviewed by the Auditor-Controller’s office prior to posting in the general ledger to ensure compliance with this policy and will be subject to all normal review and approval procedures.
6. At least quarterly, departments shall review the interfund transfer transactions for the funds under their directions to ensure compliance with this policy and submit any necessary adjustments to the Auditor-Controller’s office for review and processing.
7. On a monthly basis, a reconciliation of all interfund accounts will be prepared by staff in the Auditor-Controller’s office and reviewed by the appropriate supervisory staff member. Any reconciliations prepared by supervisory staff will be reviewed by management. At year-end a detailed analysis of all interfund accounts is performed by the Controller or appropriate member of management to ensure compliance with generally accepted accounting principles.

Subject:	Policy Number: B-6	Page Number: Page 1 of 1
END OF YEAR AUDIT ADJUSTING ENTRIES	Date Approved: 08/11/15	Revised Date:

POLICY:

All relevant closing and adjusting entries must be posted to the general ledger.

PURPOSE:

To establish procedures and guidelines related to closing, post-closing, and audit adjusting entries are posted in a timely manner to ensure accurate presentation of financial information.

PROCEDURE:

1. In order to close a financial reporting period and in preparation for financial reporting such as the annual audit and single audit, adjustments must be made to the financial system.
2. Closing, post-closing, and audit adjusting entries include long term debt adjustments, adjustments for capital assets and depreciation, compensated absences, inventory adjustments, closing budgetary accounts, eliminating unused encumbered balances, etc. These entries must be posted prior to finalizing the trial balance used in financial statement preparation. The reconciliation of all significant accounts and the related adjusting entries will be prepared by staff in the Auditor-Controller's office and reviewed by the appropriate supervisory staff member. Any entries prepared by supervisory staff will be reviewed by management. In addition, the Controller or appropriate management personnel will verify that all prior year audit adjustments, and beginning balances, have been properly recorded.
3. At times, during the course of the audit procedures, changes are identified that need to be made to the financial statements in order to maintain accuracy. These changes can be identified by either the external auditors or county financial staff. Any adjustments to the financial information that affect financial accuracy must be posted to the financial system. These entries will be reviewed and approved by the Controller or appropriate management personnel before being posted to the accounting system.
4. The Auditor-Controller's office will develop a schedule of closing and post-closing activities each year to ensure adjusting entries are posted in a timely manner.
5. All adjusting entries to the financial system must be accompanied by adequate documentation justifying the adjustment. The adjusting entries must be reviewed by the appropriate level of staff to ensure accuracy and appropriateness. Journal entries and any supporting documentation will be retained according to the county's document retention policy to ensure availability for auditing purposes.

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

In re:

**PROCLAIMING SUPPORT FOR)
LOCAL WATER SUPPLIERS')
DROUGHT RESPONSES AND)
COMMITTING TO PARTICIPATE)
IN ASSISTING IN THE DEFENSE OF)
THEIR RESPONSES)
AGAINST CERTAIN STATE ACTIONS)**

RESOLUTION No. _____

WHEREAS, the people of Yuba County have faced unique water conditions for over a century.

WHEREAS, these conditions have included historic flood events that stole numerous lives, destroyed property, damaged the environment and stalled economic opportunities, and harsh drought periods that deprived our residents and the environment of necessary water supplies to thrive.

WHEREAS, in 1959, the California State Legislature created the Yuba County Water Agency (YCWA) to protect the people of Yuba County from the stark variability of our water conditions, finding that:

“Water problems in the County of Yuba require countywide water conservation, flood control and development of water resources . . . that the solution of these problems lies within and is peculiar to the area to be included in the Yuba County Water Agency; that the county for many years has made investigations and engineering surveys of the county's water resources by private, public and United States engineers; that county water districts, municipalities, irrigation districts and reclamation districts now exist within portions of the county, have acquired property and works, developed a limited water supply, and have incurred indebtedness, but have been and are unable alone to economically develop an adequate water supply and control the floods of said county, and for such reason it is necessary to have a political entity at least coextensive with the geographical limits of the entire county.”

WHEREAS, following the creation of YCWA, and with YCWA as the lead, the people of Yuba County have developed imaginative solutions to address these problems that are examples for the state, from the construction of the state-of-the art New Bullards Bar Dam and Reservoir in the late 1960s to the development and implementation of the award-winning Yuba River Accord in the late 2000s and to the present.

WHEREAS, one of the initial missions of YCWA was to provide surface water supplies, stored in New Bullards Bar Reservoir, to alleviate a chronic overdraft of the groundwater aquifer in the southern portion of Yuba County.

WHEREAS, protecting Yuba County's groundwater resources is also pivotal for Yuba County's cities, which rely upon this robust aquifer, as their sole water supply.

WHEREAS, the solutions implemented in Yuba County include a comprehensive program designed and managed by YCWA to conjunctively manage the County's surface water and groundwater supplies that, among other things, has ensured that the use of groundwater in the County during dry times is reliable.

WHEREAS, in 2009, YCWA received the Governor's Environmental and Economic Leadership Award for its development and implementation of the Yuba River Accord, which resolved decades of disputes about Yuba River streamflows with comprehensive agreements that benefit the river's salmon and steelhead, maintain the County's agricultural water supplies, manage the County's groundwater and generate revenue to support flood-control, water supply and fisheries restoration projects in the County.

WHEREAS, on April 1, 2015, the Governor of California issued Executive Order B-29-15 that requires, among other things, that municipal water use across the state be reduced 25% from 2013 levels in response to the severe drought, with areas of higher use being required to reduce by higher percentages than areas of lower use.

WHEREAS, by requiring water suppliers with higher levels of past use to reduce by higher percentages without accounting for factors such as temperature, geology and geography, the Governor's Order appears to impose an unfair burden on hotter, inland areas like Yuba County to achieve the State of California's 25% reduction requirement.

WHEREAS, the Governor's Order requires Yuba County's cities and municipal water districts to reduce their water use by some of the highest percentages in the state.

WHEREAS, the County's cities and municipal water districts have responded admirably by implementing extensive water conservation programs.

WHEREAS, despite these admirable efforts by the County, cities and municipal water districts, these efforts could prove insufficient in the coming months to achieve the Governor's requirement.

WHEREAS, the State may initiate enforcement actions against municipal water suppliers that cannot meet the new requirements by, among other things, imposing significant fines on those water suppliers of up to \$10,000 per day for noncompliance.

WHEREAS, the reduction requirement is unreasonable for Yuba County based on the aforementioned responsible actions that have allowed Yuba County to maintain a sustainable groundwater and surface water supply through a long drought.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, given the unique water conditions in Yuba County, the County of Yuba is requesting the Governor refrain from issuing any noncompliance actions or fines against Yuba County, its cities and municipal water districts.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2015.

AYES:

NOES:

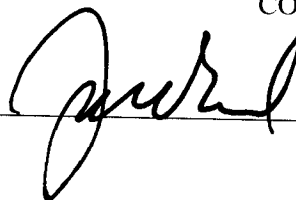
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

In the Matter of:)	CASE NO.	MMJ15-0115
)		
JAGJIT SINGH POWAR)		
)		
Parcel Location:)		
5603 D South Gledhill Avenue)		
West Linda, CA 95961)		
)		
APN: 021-341-015)		
)		
)		
Respondent.)		

DECISION

1. The Yuba County Board of Supervisors heard this matter on July 28, 2015, in Marysville, California.
2. Complainant Jeremy Strang, Code Enforcement Division Manager, represented the Code Enforcement Division, Yuba County Community Development and Services Agency along with Code Enforcement Officers John Jacenich, Christopher Monaco and Tracie Clark, and Chief Deputy County Counsel John Vacek.
3. Respondent, Jagjit Singh Powar, was represented by attorney Michael R. Barrette. Also appearing with Respondent was his business partner, Jagjit Chima, who indicated that he had an interest in the property, although all title documents are solely in Respondent's name.
4. Evidence was received, the record was closed, and the matter was submitted for decision on July 28, 2015.

FINDINGS OF FACT

1. Respondent is the owner of record of the property located in the unincorporated area of Yuba County identified as Assessor's Parcel Numbers 021-341-015 and commonly referred to as 5603 'D' South Gledhill Avenue, West Linda, CA 95961.
2. The property is zoned R-2, Medium Density Residential, and is improved with a single family dwelling, and is located amongst other residential properties.
3. Jagjit Chima is Respondent's business partner and assists Respondent with day-to-day operations of rental properties within Yuba County as well as surrounding jurisdictions.
4. On June 26, 2015, the cultivator and the property owner were properly served with a Notice and Order to Abate Public Nuisance ("Notice & Order"). The cultivator, Robert Moreno, was personally served with the Notice and Order and the property owner, Jagjit Powar, was served by posting the property and by U.S. Mail, both by Certified Mail with Return Receipt and First Class, to his address as it appears on the last equalized assessment roll. The Order alleges violations of the Yuba County Ordinance Code. Mr. Moreno and Mr. Powar were ordered to remove code violations consisting of illegal marijuana cultivation – excessive number of plants; cultivating marijuana outdoors; and failing to register the cultivation prior to growing the marijuana.
5. Respondent, through his attorney Michael Barrette filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the imposition of the Administrative Penalty. The hearing was conducted under Yuba County Ordinance Code, Chapter 7.40, Article 6.
6. The following conditions were present on June 26, 2015:
 - a. Cultivation of an excessive amount marijuana – 91 marijuana plants
 - b. Cultivation of marijuana outdoors – not within a qualifying accessory structure
 - c. Cultivation of marijuana without first registering with the County
7. A re-inspection of the property on July 1, 2015 found that the property was in compliance with the Notice and Order to Abate Public Nuisance.
8. The administrative and abatement costs and penalties incurred to date total: \$50,739.68.

CONCLUSIONS OF LAW

1. Respondent was properly notified to appear before the Board of Supervisors on July 28, 2015 at 1:30pm to show cause, if any, why the Administrative Penalty for the property located at 5603 'D' South Gledhill Avenue, West Linda, CA 95961, APN 021-341-015, pursuant to the Notice and Order to Abate Public Nuisance, should not be imposed.
2. Based on the evidence and testimony submitted, the Respondent failed to sustain the burden of showing that no public nuisance existed on the property. Both Respondent and his business partner, Jagjit Chima, testified that they were unaware of any nuisance conditions on the property; the Board specifically found their testimony to be not credible.
3. Based on the evidence and testimony submitted, Respondent's property is a public nuisance.
4. Based on the evidence and testimony submitted, the Administrative Penalty for \$9,400.00 per day regarding APN 021-341-015 is accurate and is hereby confirmed.
5. Based on the evidence and testimony submitted, the administrative and abatement costs and penalties incurred to date totaling \$50,739.68 were properly incurred and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that administrative and abatement costs and penalties in the amount of \$50,739.68, assessed to date, are hereby imposed and are due and payable
2. Respondent shall forfeit the \$4,116.00 deposit paid to the County and that amount shall be deducted from the total amount of administrative and abatement costs and penalties of \$50,739.68 leaving a remaining balance of \$46,623.68.
3. Respondent shall pay the remaining \$46,623.68 within 30 days of the date of this Order. Payment pursuant to these orders shall be made to the Code Enforcement Division.
4. If respondent fails to pay the \$46,623.68 in full within the 30 days as ordered, Yuba County Code Enforcement shall submit the amount to the Yuba County Tax Collector's Office and the amount shall be placed as a special tax assessment. In addition, a Notice of Abatement Lien shall be filed with the Yuba County Recorder's Office.
5. Where no payment is made or received by the Code Enforcement Division and Notice of Abatement Lien is recorded and a special Tax Assessment is placed, monies recovered shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.

6. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
7. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
8. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28th day of July 2015, by the following vote:

AYES:

NOES:

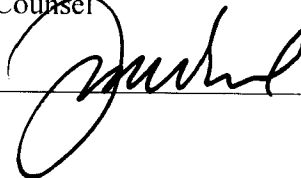
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County
of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

In the Matter of:)	CASE NO.	MMJ15-0119
)		
JESUS & MARIA G. TORRES)		
)		
Parcel Location:)		
5519 South Gledhill Avenue)		
West Linda, CA 95961)		
)		
APN: 021-402-003)		
)		
)		
Respondent.)		

DECISION

1. The Yuba County Board of Supervisors heard this matter on July 28, 2015, in Marysville, California.
2. Complainant Jeremy Strang, Code Enforcement Division Manager, represented the Code Enforcement Division, Yuba County Community Development and Services Agency along with Code Enforcement Officers John Jacenich, Christopher Monaco and Tracie Clark, and Chief Deputy County Counsel John Vacek.
3. Respondent, Jesus and Maria Torres, was represented by attorney Roberto Marquez.
4. Evidence was received, the record was closed, and the matter was submitted for decision on July 28, 2015.

FINDINGS OF FACT

1. Respondent is the owner of record of the property located in the unincorporated area of Yuba County identified as Assessor's Parcel Numbers 021-402-003 and commonly referred to as 5519 South Gledhill Avenue, West Linda, CA 95961.
2. The property is zoned R-2, Medium Density Residential, and is improved with a single family dwelling, and is located amongst other residential properties.
3. On June 29, 2015, the property owners were properly served with a Notice and Order to Abate Public Nuisance ("Notice & Order"). The Notice and Order was served by posting the property and by U.S. Mail, both by Certified Mail with Return Receipt and First Class, to their address as it appears on the last equalized assessment roll. The Order alleges violations of the Yuba County Ordinance Code. The property owners were ordered to remove code violations consisting of illegal marijuana cultivation – excessive number of plants; cultivating marijuana outdoors; and failing to register the cultivation prior to growing the marijuana.
4. Respondent, through their attorney Roberto Marquez filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the imposition of the Administrative Penalty. The hearing was conducted under Yuba County Ordinance Code, Chapter 7.40, Article 6.
5. The following conditions were present on June 29, 2015:
 - a. Cultivation of an excessive amount marijuana – 86 marijuana plants
 - b. Cultivation of marijuana outdoors – not within a qualifying accessory structure
 - c. Cultivation of marijuana without first registering with the County
6. A re-inspection of the property on July 2, 2015 found that the property was in compliance with the Notice and Order to Abate Public Nuisance.
7. The administrative and abatement costs and penalties incurred to date total: \$30,050.13.

CONCLUSIONS OF LAW

1. Respondent was properly notified to appear before the Board of Supervisors on July 28, 2015 at 1:30pm to show cause, if any, why the Administrative Penalty for the property located at 5519 South Gledhill Avenue, West Linda, CA 95961, APN 021-402-003, pursuant to the Notice and Order to Abate Public Nuisance, should not be imposed.

2. Based on the evidence and testimony submitted, the Respondent failed to sustain the burden of showing that no public nuisance existed on the property. Respondent testified that they were unaware of any nuisance conditions on the property; the Board specifically found their testimony to be not credible.
3. Based on the evidence and testimony submitted, Respondent's property is a public nuisance.
4. Based on the evidence and testimony submitted, the Administrative Penalty for \$8,900.00 per day regarding APN 021-402-003 is accurate and is hereby confirmed.
5. Based on the evidence and testimony submitted, the administrative and abatement costs and penalties incurred to date totaling \$30,050.13 were properly incurred and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that administrative and abatement costs and penalties in the amount of \$30,050.13, assessed to date, are hereby imposed and are due and payable
2. Respondent shall forfeit the \$4,116.00 deposit paid to the County and that amount shall be deducted from the total amount of administrative and abatement costs and penalties of \$30,050.13 leaving a remaining balance of \$25,934.13.
3. Respondent shall pay the remaining \$25,934.13 within 30 days of the date of this Order. Payment pursuant to these orders shall be made to the Code Enforcement Division.
4. If respondent fails to pay the \$25,934.13 in full within the 30 days as ordered, Yuba County Code Enforcement shall submit the amount to the Yuba County Tax Collector's Office and the amount shall be placed as a special tax assessment. In addition, a Notice of Abatement Lien shall be filed with the Yuba County Recorder's Office.
5. Where no payment is made or received by the Code Enforcement Division and Notice of Abatement Lien is recorded and a special Tax Assessment is placed, monies recovered shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.
6. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
7. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.

8. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28th day of July 2015, by the following vote:

AYES:

NOES:

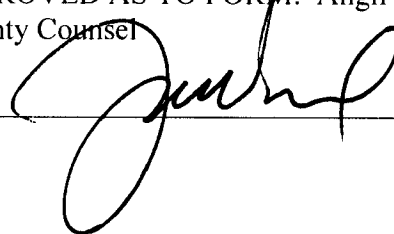
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County
of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

A handwritten signature in black ink, appearing to read 'Angil Morris-Jones', is written over a horizontal line.

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

In the Matter of:)	CASE NO.	MMJ15-0070
)		
BRIKEMEN, L.L.C.)		
)		
Parcel Location:)		
5841 Garden Avenue)		
West Linda, CA 95961)		
)		
APN: 020-510-001)		
)		
)		
Respondent.)		

DECISION

1. The Yuba County Board of Supervisors heard this matter on July 15, 2015, in Marysville, California.
2. Complainant Jeremy Strang, Code Enforcement Division Manager, represented the Code Enforcement Division, Yuba County Community Development and Services Agency along with Code Enforcement Officers Christopher Monaco and Tracie Clark, and Chief Deputy County Counsel John Vacek.
3. Respondent, Brikemen LLC, was represented by Brian Menold.
4. Evidence was received, the record was closed, and the matter was submitted for decision on July 15, 2015.

FINDINGS OF FACT

1. Respondent is the owner of record of the property located in the unincorporated area of Yuba County identified as Assessor's Parcel Numbers 020-510-001 and commonly referred to as 5841 Garden Avenue, West Linda, CA 95961.
2. The property is zoned R-2, Medium Density Residential, and is developed as a mobile home park and is improved with 3 mobile homes, and is located amongst other residential properties.
3. On June 16, 2015, property owner Brikemen LLC was properly served with a Notice and Order to Abate Public Nuisance ("Notice & Order") by posting the property and by U.S. Mail, both by Certified Mail with Return Receipt and First Class, to the owner as it appears on the last equalized assessment roll. The Order alleges violations of the Yuba County Ordinance Code. Respondent was ordered to remove code violations consisting of illegal cultivation – an excessive amount of plants; cultivating marijuana outdoors; and failing to register the cultivation prior to growing the marijuana.
4. Respondent filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the imposition of the Administrative Penalty. The hearing was conducted under Yuba County Ordinance Code, Chapter 7.40, Article 6.
5. The following conditions were present on June 16, 2015:
 - a. Cultivation of an excessive amount marijuana – 98 marijuana plants
 - b. Cultivation of marijuana outdoors – not within a qualifying accessory structure
 - c. Cultivation of marijuana without first registering with the County
6. A re-inspection of the property on June 18, 2015 found that the property was in compliance with the Notice and Order to Abate Public Nuisance.
7. The administrative and abatement costs and penalties incurred to date total: \$34,105.95.

CONCLUSIONS OF LAW

1. Based on the evidence and testimony submitted, the Respondent failed to sustain the burden of showing that no public nuisance existed on the property.
2. Based on the evidence and testimony submitted, respondent's property is a public nuisance.
3. Respondent was properly notified to appear before the Board of Supervisors on July 15, 2015 at 3:30pm to show cause, if any, why the Administrative Penalty for the property located at 5841 Garden Avenue, West Linda, CA 95961, APN 020-510-001, pursuant to the Notice and Order to Abate Public Nuisance, should not be imposed.

4. Based on the evidence and testimony submitted, the Administrative Penalty for \$10,200.00 per day regarding APN 020-510-001 is accurate and is hereby confirmed.
5. Based on the evidence and testimony submitted, the administrative and abatement costs and penalties incurred to date totaling \$34,105.95 were properly incurred and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that administrative and abatement costs and penalties in the amount of \$34,105.95 assessed to date shall be imposed, and \$29,989.95 of that amount shall be suspended from collection for a period of three (3) years.
2. Respondent shall enter into an agreement with the County for a term of three (3) years. The conditions of the agreement shall require respondent to purchase or procure a bond in the amount of \$29,989.95 naming the County as an insured and maintaining said bond in full force and effect for the three (3) year duration of the agreement and making said bond payable to the County in the event of any violations of the agreement; the agreement shall also require that the respondent maintain the subject property from becoming a public nuisance by following all laws and specifically following all zoning and property nuisance abatement laws; and by submitting to the County a copy of a new and improved rental agreement that incorporates provisions to regulate marijuana cultivation.
3. Respondent shall forfeit the \$4,116.00 deposit paid to the County and that amount shall be deducted from the total amount of administrative and abatement costs and penalties of \$34,105.95 leaving a remaining balance of \$29,989.95.
4. Respondent shall, within two (2) weeks of entering into the agreement with the County, submit a bond for the remaining balance of \$29,989.95, for the administrative and abatement costs and penalties to the County. Respondent shall carry and maintain said bond for three (3) years. The agreement shall contain a provision that the bond agreement runs with the property and the requirement of a bond shall apply to subsequent purchasers of the property for the three (3) year period. The County may record the agreement to provide notice to subsequent purchasers of the property.
5. Respondent shall, within two (2) weeks of entering into the agreement with the County, submit the new and improved rental agreement containing provisions to regulate marijuana cultivation.
6. If respondent fails to maintain his property located at 5841 Garden Avenue, West Linda, CA 95961, from becoming a public nuisance, the County shall call the bond and collect the remaining balance of \$29,989.95, for the administrative and abatement costs and penalties.
7. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

8. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
9. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 15th day of July 2015, by the following vote:

AYES:

NOES:

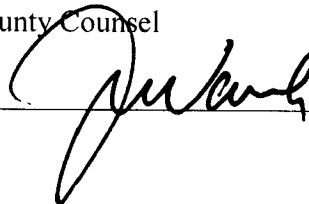
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County
of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



The County of Yuba

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

JULY 21, 2015



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:32 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 Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- 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: John Nicoletti SECOND: Andy Vasquez
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (303-15) Approve meeting minutes of June 23, 2015. Approved.

B. Community Development and Services

1. (304-15) Adopt resolution adopting Yuba County Integrated Regional Water Management Plan. (Land Use and Public Works Committee recommends approval) Adopted Resolution No. 2015-66, which is on file in Yuba County Resolution Book No. 46.

C. Emergency Services

1. (305-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2015-67, which is on file in Yuba County Resolution Book No. 46.

D. Health and Human Services

1. (306-15) Approve agreement with Grace Source, Inc. for differential response services under Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and Children's Trust Fund program and authorize Chair to execute. (Human Services Committee recommends approval) Approved.

2. (307-15) Adopt resolution authorizing the Chair to execute on behalf of the County of Yuba agreements for CalWORKs program General Education Diploma (GED) courses for the period of July 1, 2015 through June 30, 2016. Adopted Resolution No. 2015-68, which is on file in Yuba County Resolution Book No. 46.
3. (308-15) Adopt resolution authorizing the Chair to execute on behalf of the County of Yuba agreements for CalWORKs program employment services and assessments for the period of July 1, 2015 through June 30, 2016. Adopted Resolution No. 2015-69, which is on file in Yuba County Resolution Book No. 46.

IV. PUBLIC COMMUNICATIONS: Miss Jade Lassaga, 4H Club - Fair Agriculture Auction

V. COUNTY DEPARTMENTS

A. Administrative Services

1. (309-15) Receive update on new Sheriff's facility at 720 Yuba Street. (Ten minute estimate) Director Doug McCoy and Sheriff Durfor advised on the progress of the construction, radio tower, frequency of radio communication and estimated project completion of December 2015.

Sheriff Durfor and Mr. McCoy responded to board inquiries.

B. Board of Supervisors

1. (310-15) Adopt resolution approving incorporation of all amendments to the Three Rivers Levee Improvement Authority into a consolidated Joint Exercise of Powers agreement which includes approving change of at-large member boundaries to encompass the entire County including incorporated cities of the County. (Fifteen minute estimate) Chair Griego recapped the change to expand the territory for the member at-large to incorporate the entire county and responded to Board inquiries.

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

Adopted Resolution No. 2015-70, which is on file in Yuba County Resolution Book No. 46.

C. County Administrator

1. (311-15) Receive letter from First 5 Commission dated May 29, 2015 regarding revisions to the First 5 Commissions membership structure and provide direction as appropriate. (Ten minute estimate) Executive Director Cynthia Sodari recapped the request to revise the ordinance regarding membership representatives for the First 5 Commission and received direction to move forward with changes.

D. Probation/District Attorney/Sheriff-Coroner

1. 312-15) Receive AB 109 update. (30 minute estimate) (No background material) Postponed to July 28, 2015.

E. Sheriff-Coroner/Administrative Services

1. (313-15) Approve applying for funding under Senate Bill 863 for expansion of the Yuba County Jail. (Ten minute estimate) Director Doug McCoy and County Administrator Robert Bendorf recapped the proposed expansion, grant funding availability, and responded to Board inquiries.

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

VI. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. 10:00 A.M. (314-15) Ordinance - Hold public hearing; waive the only reading of ordinance; adopt resolution adopting negative declaration, adopting Yuba County Development Code and Zoning Map update, and rescinding East Linda Specific Plan, Olivehurst Avenue Specific Plan, and River Highlands Community Plan; and adopt ordinance repealing Title XI and Title XII and enacting Title XI relating to zoning and development in Yuba County. (Sixty minute estimate) (Roll Call Vote) Community Development and Services Director Kevin Mallen and Planning Director Wendy Hartman provided a PowerPoint presentation recapping the following and responded to Board inquiries:

- Process for hearing
- Additional comment letters received
- Staff Analysis of Public Comments
 - Wireless Communication Facilities
 - Extractive District
 - Timber Production Zone
 - Map Change - General Commercial to Neighborhood mixed use
- Landscaping Regulations
 - New Model Water Efficient Landscape Ordinance
 - State Executive Order EO-B-29-15
- Pre-effectuation of Development Code
- Technical updates to various code sections to be consistent with development code
- Next Steps: Implementation of Code and "Test Drive Periods"
- Changes to ordinance included in Addendum to Ordinance

Chair Griego opened the public hearing.

The following individuals spoke:

- Mr. Zac Repka, Avodale Road zoning
- Mr. Nick Spaulding, 16 LUP
- Mr. Arnold Jee, Erle Road zoning change to Planning Reserve
- Mr. Bill Apger, Soper Wheeler
- Mr. Charles Sharp, 16 LUP

Chair Griego closed the public hearing.

MOTION: Move to adopt resolution MOVED: John Nicoletti SECOND: Randy Fletcher
 AYES: John Nicoletti, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

Adopted by roll call vote Resolution No. 2015-71, which is on file in Yuba County Resolution Book No. 46.

MOTION: Move to waive reading and adopt ordinance with addendum incorporated

MOVED: John Nicoletti SECOND: Randy Fletcher

AYES: John Nicoletti, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted by roll call vote Ordinance No. 1545, which is on file in Yuba County Ordinance Book No. 24.

1. (315-15) Adopt resolution rescinding Resolution 2005-260, East Linda Specific Plan (ELSP) Road and Park Fees, and transferring remaining funds to the Countywide Development Impact Fee Funds.

MOTION: Move to adopt resolution MOVED: John Nicoletti SECOND: Randy Fletcher

AYES: John Nicoletti, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted by roll call vote Resolution No. 2015-72, which is on file in Yuba County Resolution Book No. 46.

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

- A. (316-15) Two notices from California State Water Resources Control Board regarding temporary water transfer from Placer County Water Agency and El Dorado Irrigation District. Received.
- B. (317-15) Two notices from Reclamation District 784 regarding nominations, election of Trustees by all-mailed ballots establishing an election date of Wednesday, November 4, 2015; and special meeting July 20, 2015 to discuss forming State Maintenance Area for property within Horseshoe Levee. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez: Requested an ad hoc committee on 4H Camp

Chair Griego formed an ad hoc committee appointing Supervisors Vasquez and Fletcher as representatives regarding 4H Camp use.

Supervisor Abe:

- ° RD 784 special meeting regarding presentation on State Maintenance Area
- ° Y-S Fair Auction

Supervisor Fletcher: Fire suppression

County Administrator Robert Bendorf: Correspondence to Enterprise Rancheria

- IX. CLOSED SESSION: The Board retired into closed session at 11:58 a.m. and returned at 12:23 p.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case No report.

X. ADJOURN: 12:24 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS



JULY 28, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 10:05 a.m. within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger, Abe, and Randy Fletcher. Supervisor Mary Jane Griego absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

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

MOTION: Move to approve

MOVED: John Nicoletti

SECOND: Randy Fletcher

AYES: John Nicoletti, Randy Fletcher, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

- 1. (318-15) Declare property as surplus property and authorize the Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060. Approved.

B. Clerk of the Board of Supervisors

- 1. (319-15) Approve minutes of July 14 and 15, 2015 meetings. Approved as written.

C. County Administrator

- 1. (320-15) Adopt resolution pertaining to tax revenue exchange between the County of Yuba and the Brophy Water District. (Huckins Annexation - LAFCO 2015-0003) Adopted Resolution No. 2015-73, which is on file in Yuba County Resolution Book No. 46.

D. Health and Human Services

- 1. (321-15) Adopt resolution authorizing grant application for Maternal, Child and Adolescent Health funds and authorizing Chair to accept funds and execute all documents required by grant. Adopted Resolution No. 2015-74, which is on file in Yuba County Resolution Book No. 46.

E. Probation

1. (322-15) Approve Memorandum of Understanding with Superior Court of California, County of Yuba for the Probation Department to perform risk assessments, provide supervision to pretrial release population in the Court's Pretrial Release program, and authorize the Chair to execute. Approved.

IV. SPECIAL PRESENTATION

- A. (323-15) Receive update from Chamber of Commerce regarding tourism activities and funding. (No background information) (Ten minute estimate) Chief Executive Officer Rikki Shaffer and Director of Visitor Services Briana Struckmeyer presented a PowerPoint presentation on the Chambers activities including the following:
- Primary marketing goals
 - Website development
 - Collaboration with local jurisdictions and regional tourism groups
 - Tourism report and industry growth
 - Local festivals and parades

Ms. Shaffer and Ms. Struckmeyer responded to Board inquiries.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Community Development and Services

1. (324-15) Adopt resolution confirming report of delinquent solid waste collection charges and order of assessment on property tax roll related to Recology Yuba Sutter. (Ten minute estimate) Director Tej Maan provided a brief recap.

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

Adopted Resolution No. 2015-75, which is on file in Yuba County Resolution Book No. 46.

B. Human Resources and Organizational Services

1. (325-15) Approve negotiated terms of agreement effective July 1, 2015 between County and Deputy District Attorney Association and authorize staff to bring back a comprehensive Memorandum of Understanding incorporating all terms at a future date. (Ten minute estimate) Director Jill Abel provided a brief recap and responded to Board inquiries.

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

C. Probation/District Attorney/Sheriff-Coroner

1. (312-15) Receive AB 109 update. (30 minute estimate) (No background material)

Chief Probation Officer Jim Arnold recapped the following. Mr. Arnold responded to Board inquiries.

- Three groups created by AB 109
 - Post-Release Community Supervision
 - Mandatory Supervision
 - Straight Sentence
- 56 percent increase in total population of probationers
- Overall increase in workloads
- Expanding classes and services at Day Reporting Center
- Pre-trial Release Program

Sheriff Durfor provided a PowerPoint presentation regarding the following. Sheriff Durfor responded to Board inquiries.

- Working relationship between Sheriff's Department, Probation, and District Attorney's office
- Impacts to Jail staff and increases regarding:
 - Daily average population
 - Average length of stay
 - Prisoner medical costs
 - Operations costs
- Crime impacts – slight decline in violent crime
- Patrol Operations – little to no impact

District Attorney Patrick McGrath recapped how realignment has impacted the courtroom and resulted in changes to sentencing, including the following. Mr. McGrath responded to Board inquiries.

- Decreased jail time
- Increased probation time and probation options
- Increased use of residential treatment programs

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

A. (326-15) Notice and agenda from California Regional Water Quality Control Board for meeting of July 31, 2015, which includes Recology Yuba-Sutter Class III Landfill and Composting facility. Received

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Nicoletti:

- Memorial Adjournment – Mr. Donald Lim
- SACOG and Valley Vision Farm to Fork event
- Air Force Community Partnership/Public-Private Initiative July 29, 2015
- Olivehurst-Linda Little League Senior Girls Softball

County Administrator Robert Bendorf

- Requested and received Board consensus for host sponsorship of reception dinner for visiting Secretary of the Air Force

- IX. CLOSED SESSION: The Board retired into closed session at 11:42 a.m. and returned at 12:20 p.m. with all present as indicated above.
- A. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner – Completed evaluation and by consensus directed County Administrator to prepare necessary actions to reappoint for a four year term

X. RECESS to 1:30 P.M.

- XI. ADMINISTRATIVE APPEAL HEARINGS: The clerk administered the oath of testimony to those wishing to address the Board.

- A. 1:30 P.M. (327-15) Administrative Appeal Hearing - Hold appeal hearing to determine administrative penalty regarding APN 021-341-015 (Powar), 5603 South Gledhill, No. D, West Linda. (Sixty minute estimate) Chief Deputy Counsel John Vacek outlined the purpose of the hearing and order for proceeding.

Code Enforcement Manager Jeremy Strang and Code Enforcement officers John Jacenich, Chris Monaco, and Tracie Clark provided a PowerPoint presentation depicting marijuana cultivation; and recommended action to confirm the existence of a public nuisance, penalties, costs; and responded to Board and Counsel inquiries.

Counsel for property owners Mr. Michael Barrette questioned Mr. Jagjit Powar, and Mr. Jagjit Chima regarding ownership of residence and nature of partnership for Yuba County properties and specifically the subject address; and responded to Board and County Counsel inquiries.

Following additional Board discussion, the Chair closed the public hearing.

Supervisor Vasquez moved to reduce administrative penalty to one day and accept \$13,139.68 as total cost.

Motion died for lack of a second.

MOTION: Move to confirm existence of public nuisance; confirm administrative penalty for \$9,400 per day; confirm enforcement costs of \$50,739.63; Order enforcement costs be paid within 30 days of the date of order; Order a special tax assessment when fees go unpaid and a lien be recorded with the Yuba County Recorder's Office

MOVED: John Nicoletti

SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Randy Fletcher

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Motion approved by roll call vote.

The Board recessed at 3:03 p.m. and returned at 3:17 p.m., with all members present as indicated above, with the exception of Supervisor Fletcher.

- B. 1:30 P.M. (328-15) Administrative Appeal Hearing - Hold appeal hearing to determine administrative penalty regarding APN 021-402-003 (Torres), 5519 S. Gledhill Avenue, West Linda. (Sixty minute estimate) Code Enforcement Manager Jeremy Strang, and Code Enforcement officers John Jacenich, Chris Monaco, and Tracie Clark provided a PowerPoint presentation depicting marijuana cultivation; and recommended action to confirm the existence of a public nuisance, penalties, and costs; and responded to Board and Counsel inquiries.

Counsel for property owner Mr. Roberto Marquez questioned Mrs. Maria Torres and Mr. Joshua Hatfield regarding established residency of Mr. Hatfield, knowledge and/or permission to grow marijuana, and notification timelines by Code Enforcement officers; and responded to Board and Counsel inquiries.

Following additional Board discussion, the Chair closed the public hearing.

MOTION: Move to confirm existence of public nuisance; confirm administrative penalty for \$8,900 per day; confirm enforcement costs of \$30,050.13; Order enforcement costs be paid within 30 days of the date of order; Order a special tax assessment when fees go unpaid and a lien be recorded with the Yuba County Recorder's Office

MOVED: John Nicoletti SECOND: Andy Vasquez

AYES: John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego, Randy Fletcher ABSTAIN: None

Motion approved by roll call vote.

XII. ADJOURN 4:39 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

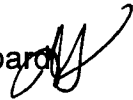
The County of Yuba

Office of Clerk of the Board of Supervisors

(334-0815) Appoi... - 1 of 2



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: Resource Conservation District –Scheduled Vacancy

Date: August 11, 2015

Recommendation

Appoint Michael E. Lee to the Resource Conservation District for term to expire November 30, 2016.

Background and Discussion

The Local Appointment List of all Boards/Commission/Committees is continually posted indicating vacancies, appointments, terms of office, qualifications and meeting information as is updated bi-monthly. There are 3 scheduled vacancies on the board. Applicants must be a Landowner within the Reclamation District or, in accordance with Public Resources Code Section 9352(b)(2), a designated agent of a resident landowner within the district.

One application has been received from Michael E. Lee and is attached for your review and consideration. Applicant meets the qualifications to serve and has the signatures of ten qualified registered voters within Yuba County.

In light of the expressed interest and recommendation it would be appropriate to appoint this individual at this time, which would leave 2 vacancies remaining on the board.

Fiscal Impact

None

Committee Action

None required.

ds:rf
attachments

Yuba County Resource Conservation District

(334-0815) Appoi... - 2 of 2

"The Yuba County Resource Conservation District (YCRCD) assists our landowners and land managers in providing stewardship of the County's natural resources and educates stakeholders and policy makers about the County's natural resource base."

JUL 16 2015

Clerk/Board of Supervisors

DIRECTOR APPLICATION

Pursuant to section 9314 of the Public Resources Code, the Board of Supervisors may appoint Directors from those candidates who have filed an application.

Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8th Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

Last Name	First Name/ Middle Initial	Phone	Physical Address	City	State/Zip
LEE	MICHAEL E.	Ø	13835 YUBA NEVADA RD	DOBBINS	95935
Email Address	Cell Phone	Mailing Address			
RA6TIME113@GMAIL.COM	530 701-9656	RD BOX 85	DOBBINS 95935		

Check one: I currently own Farmland ☒ Residential Lot ☐ Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

A DESIRE TO IMPROVE THE COUNTY IN WHICH I LIVE.
--

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE.

Signature Michael Lee Date 7-3-2015

Please collect signatures of fifteen registered voters within Yuba County excluding Cities of Marysville and Wheatland.
Ten qualified voters are required to be seated on the Board of Directors.

	Print Name/Signature	Phone	Address
✓ 1.	Michele Lee <u>Michele Lee</u>	701-9657	13835 Yuba Nevada Rd. Dobbs 95935
✓ 2.	GARY HAWTHORNE <u>Gary Hawthorne</u>	692-9006	14476 SEWARD LN UPRON HWY 95935
✓ 3.	DON GRIMM <u>Don Grimm</u>	741-3428	5328 Fruitland Rd Marysville CA 95901
✓ 4.	Gabe Gaudin <u>Gabe Gaudin</u>	743-3170	1262 Krosens Rd Marysville, CA 95901
✓ 5.	LORRIE CALLAHAN <u>Lorrie Callahan</u>	530 409-1098	14550 INDIANA School Rd DOBBINS 95935
✓ 6.	Susan M. Muth <u>Susan Muth</u>	230 692-2709	4734 TEXAS HILL Rd ORT 95935
✓ 7.	Laurie Prince <u>Laurie Prince</u>	692-9330	9684 Yuba Ranch way Oregan 95962
✓ 8.	MARIAN P. LUCERO <u>Marian P. Lucero</u>	692-1141	10654 TEXAS HILL Rd - DOBBINS 95935
✓ 9.	DANIEL R. LUCERO <u>Daniel R. Lucero</u>	692-1141	10654 TEXAS HILL Rd. DOBBINS, CA. 95935
✓ 10.	EVA K. NASH <u>Eva K. Nash</u>	692-1187	13839 Ingersoll Dr Dobbs 95935
✓ 11.	Linda Santos <u>Linda Santos</u>	692-9675	10385 Old Dobbs Rd Dobbs 95935
12.	Marreen Gillock <u>Marreen Gillock</u>	692-0921	14764 Ind Sch Rd Oregon House 95962
13.	Emogene Smith <u>Emogene Smith</u>	692-0546	1509 W. Williams Rd Dobbs 95935
14.	Jaquie Hays <u>Jaquie Hays</u>	692-1577	10487 Texas Hill Rd. Dobbs 95935
15.	Renee Smith <u>Renee Smith</u>	692-0122	13441 Lake Francis Rd Dobbs.

Julie K. McCarty
Nadene Stiles

692-2717 14939 Indiana
School Rd Dobbs
95935
14803 Frenchman Rd Brownsville

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 11, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: PUBLIC WORKS TRANSPORTATION MASTER PLAN 2015-2019

RECOMMENDATION:

Accept the Public Works recommended projects, funding sources and schedule identified in the Transportation Master Plan 2015-2019 subject to formal approval of the projects and funding in each fiscal year's Public Works budget.

BACKGROUND:

The Transportation Master Plan is a living document that helps Public Works schedule and monitor work load based on anticipated revenues over a 5-year period. The Plan was developed to establish a list of roads to receive surface treatments with local fuel tax funds and capital projects such as road reconstruction or bridge replacement to be funded with local impact fees as well as federal and state fuel tax funds, accompanied with a breakdown of the anticipated funding sources. By identifying anticipated projects and funding sources over a multiyear period, Public Works is able to better manage resources to accomplish the projects identified in the Plan.

It should be noted that the Plan is continually evolving due to the uncertainty associated with transportation funding and oil prices, as well as environmental/permitting issues, whether we are successful at obtaining competitive grants, and other emergencies or unforeseen problems that may arise on roads not currently anticipated. Projects may be delayed or deleted, and new projects added without prior notice or updating of the Plan. Public Works anticipates continuing to update the Plan every year or two.

DISCUSSION:

The Plan anticipates over \$56 million in revenue from the various funding sources over the five year period. However, this number could be significantly reduced depending on various factors, including if/when the State tampers with the local government's share of the gas tax.

The highlights of the Plan include approximately 16 miles of County roads proposed for surface treatments ranging from slurry seals to thin overlays using local fuel tax funds. Approximately 37 miles of County roads will be rehabilitated or substantially improved using state and federal gas taxes. Approximately \$15 million in development impact fees and other local funding sources are proposed for capacity enhancing projects in the

County to construct new roads, widen existing roads, install new traffic signals, and work on freeway interchanges. Finally, we are anticipating approximately \$2 million in revenue from Measure D to be focused primarily on rehabilitation/reconstruction of primary truck routes in the County.

The section at the end of the Plan summarizes the completed projects our department has accomplished since 2005. This list will be expanded upon during each update of the Plan to keep a written chronicle of our completed road projects.

No formal presentation is scheduled for this item because of the the recent detailed presentation on Transportation Funding 101.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this is a routine update to a Plan previously reviewed by the Board.

FISCAL IMPACT:

All projects and associated funding are through anticipated non-general fund sources. Actual project costs and funding will be determined through the Public Works budget.

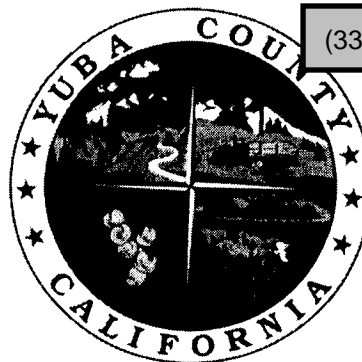
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(336-0815) Award... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 11, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low Bidder for Contract No. 2015-8058 Olivehurst Avenue Complete Streets Project

RECOMMENDATION:

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

BACKGROUND:

The project will in general consist of placing and/or replacing drain culverts, placing new curb, gutter, and sidewalk, placing hot mix asphalt, and placing thermoplastic striping along Olivehurst Avenue from Seventh Avenue to McGowan Parkway. The project will be funded partially through the federal program for Congestion Mitigation and Air Quality (CMAQ) projects. The remaining portion will be funded by local funds. On Tuesday August 4, 2015 bids were opened for the subject project. The lowest three bids received are shown on the attached sheet.

DISCUSSION:

The work in general will consist of creating a safer more usable roadway for pedestrians, bicyclists and motor vehicles. The engineer's estimate for the project is approximately \$2,342,000. The project is anticipated to be completed by summer of 2016.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Federal CMAQ funding will be used for \$1,327,950 of the project cost with local funds from Trust 188 County Wide Traffic Impact Fees covering the remainder.

The three apparent lowest bids for Contract No. 2015-8058 Olivehurst Avenue Complete Streets Project were as follows:

1. R&R Horn, Inc.:	\$2,935,541.00
2. Knife River Construction:	\$3,226,163.86
3. Teichert Construction:	\$4,211,897.05

The County of Yuba

Office of the County Administrator

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

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



DATE: August 11, 2015
 TO: Board of Supervisors
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
 SUBJECT: Setting legislative priorities for

Recommended Action: Authorize chair to sign resolution seeking legislation that provides sufficient and stable funding sources for local street, road, and highway maintenance and rehabilitation.

Background & Discussion: Yuba County participated in efforts with CSAC, the League of California Cities and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components. The results demonstrated that Yuba County's streets have an average pavement condition index of 60, placing it in the "At Risk" category. Statewide, results show California's local streets and roads are on a path of significant decline. Pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased.

If funding remains at current levels, in ten years 25 percent of local streets and roads in California will be in "failed" condition. Cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition; much more revenue is necessary to operate the system with Best Management Practices. Models show an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "At Risk" condition to an average "Good" condition.

Analysts say a failure to secure additional funding immediately will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years.

Gov. Brown, Jr. has called an extraordinary legislative session to address the immense underfunding of California's transportation infrastructure. During that session, resolutions from various entities will be presented that seek to establish priorities for transportation funding. The attached resolution reflects positions already established by the Yuba County Board of Supervisors.

Committee Action: Due to time constraints, this matter was not presented at the committee level.

Fiscal Impact: None

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

**RESOLUTION URGING THE STATE TO PROVIDE NEW)
SUSTAINABLE FUNDING FOR STATE AND LOCAL)
TRANSPORTATION INFRASTRUCTURE)**

RESOLUTION NO. _____

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the County of Yuba has participated in efforts with the California State Association of Counties, League of California Cities and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the County of Yuba's local streets have an average pavement condition index of 60, placing it in the "At Risk" category; and

WHEREAS, if funding remains at current levels, in ten years 25 percent of local streets and roads in California will be in "failed" condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average “at risk” condition to an average “good” condition; and

WHEREAS, if additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time, resulting in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state’s deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion in new money would need to go directly to cities and counties.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street, road, and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

RESOLVED FURTHER, The Yuba County Board of Supervisors strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

1. Make a significant new investment in transportation infrastructure. Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
2. Focus on maintaining and rehabilitating the current system. Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.
3. Equal split between state and local projects. We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

6. Strong accountability requirements to protect the taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 11th day of August, 2015 by the following vote:

AYES:

NOES:

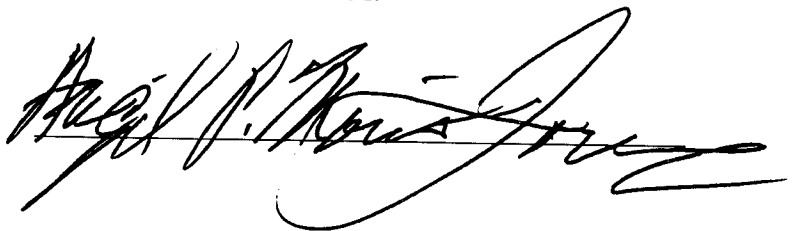
ABSENT:

ABSTAIN:

Chairwoman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

A handwritten signature in black ink, appearing to read 'Angil P. Morris-Jones', is written over a horizontal line.

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/tc*
RE: Appointment of Louie Mendoza as the Agricultural Commissioner /
Sealer of Weights and Measures to a term of four years
DATE: August 11, 2015

RECOMMENDATION

Approve appointment of Louie Mendoza as the Agriculture Commissioner / Sealer of Weights and Measures to a successive four (4) year term effective August 7, 2015.

BACKGROUND

Pursuant to section 2121 of the Food and Agriculture Code for the State of California, the Agricultural Commissioner is to be appointed to a term of not less than four years. In addition, the qualifications for the position must be met as stated in the same code.

DISCUSSION

Mr. Mendoza has served as the Agricultural Commissioner / Sealer of Weights and Measures since August 2007 and he meets the requirements as set forth in State law. The Board of Supervisors recently completed an executive evaluation of Mr. Mendoza's job performance and subsequently directed the County Administrator to bring forward a recommendation to appoint Mr. Mendoza to a consecutive four year term.

FISCAL IMPACT

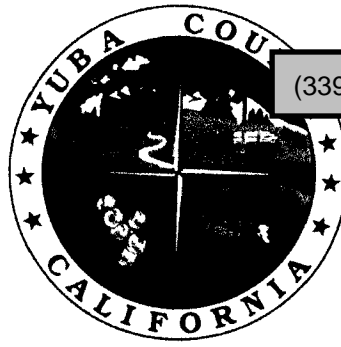
The compensation for the Agricultural Commissioner / Sealer of Weights and Measures has been budgeted for the current fiscal year.

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The County Of Yuba

OFFICE OF THE COUNTY COUNSEL

915 8TH Street, Suite 111
Marysville, California 95901
(530)749-7565
FAX (530)749-7513



339-0815
ANGIL P. MORRIS-JONES

(339-0815) Adopt... - 1 of 30

JOHN R. VAGER
CHIEF DEPUTY

JOHN C. WHIDDEN
DEPUTY

BOBBIE ROSS TODD
DEPUTY

ERIKA J. STEDMAN
LEGAL SERVICES COORDINATOR

TO: Yuba County Board of Supervisors
FROM: Angil P. Morris-Jones, County Counsel
DATE: August 11, 2015
SUBJECT: A Resolution Approving the Repeal of Resolution No. 2000-105 and Updating the Yuba County Records Retention Policy

Recommendation:

It Is Recommended that the Board of Supervisors:

1. Adopt the Resolution Repealing Resolution No. 2000-105 and Establishing a New Orderly System for the Destruction of County Records as the Yuba County Retention Policy; and
2. Direct staff to incorporate the new retention policy into the Administrative Policy and Procedures manual.

Discussion:

The Yuba County Board of Supervisors (the "Board") has established an orderly system for the destruction of records within Yuba County as the County Records Retention Policy (the "Retention Policy"). The Board reviews its established policies from time to time to determine whether a revision(s) to a policy is needed. The attached Resolution updates the Retention Policy with the inclusion of changes in the law, technology, and new requirements that have developed since the last update in 2000.

Fiscal Impact:

None

Committee Action:

None, as this Resolution is an update of the Board's Established Retention Policy

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

IN RE: RESOLUTION NO. 2015-

**RESOLUTION REPEALING
RESOLUTION 2000-105
AND ESTABLISHING A
NEW ORDERLY
SYSTEM FOR THE
DESTRUCTION OF
COUNTY
RECORDS /**

WHEREAS, the establishment of a revised system for the destruction of records within the County of Yuba (County) is desirable; and

WHEREAS, section 26205.1 of the California Government Code permits this Board, by resolution, to authorize County officers in possession of non-judicial records, papers, documents and files to destroy such records, papers, documents and files on the conditions set forth in said statute, and on such other conditions as this Board may impose; and

WHEREAS, certain provisions of law are applicable to the destruction of specific types of records and it is desirable that effect be given to these specific statutes in the system established in this County for destruction of records.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

1. An orderly system for the destruction of non-judicial records, papers, documents and files by the County officers having custody of such records shall be established in this County.

2. The designated County officers having custody of non-judicial records, papers, documents and files may authorize the destruction or other disposition of those non-judicial records, papers, documents and files hereinafter described and on the conditions hereinafter set forth.

ARTICLE I

CONDITIONS FOR DESTRUCTION APPLICABLE TO ALL RECORDS

Section 1.0.1. A generalized list of the records to be destroyed or otherwise disposed of must be prepared, and the Auditor must endorse on said list that the record is no longer needed for purposes of audit.

Section 1.0.2. The County officer authorizing destruction or disposition must determine that the record has no further administrative value.

Section 1.0.3. All records dated 1910 and earlier and all other records of apparent historical significance shall be offered to local historical societies in Yuba County and then to the State of California Historical Preservation Commission or other state historical societies for preservation for historical purposes.

If the offer is refused or not acted upon within thirty (30) days, the records may be destroyed pursuant to this resolution. Alternatively to destruction, the records may be given to any member of the public.

Section 1.0.4. Where federal or state funds have been furnished, authority to destroy a record must be secured from the appropriate federal or state agency if the record is required to be retained by the terms of the agreement or law by which the funds have been furnished.

Section 1.0.5. Reproduction means preserved in any form of communication or representation, including optical, electronic, magnetic, micrographic, or photographic media or other technology capable of accurately producing or reproducing the original record, in accordance with regulations adopted by the California Secretary of State for the preservation and reproduction of the medium.

Section 1.0.6. Authorization or requirement for reproduction means:

- a) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.
- b) The reproduction is placed in conveniently accessible files, and provision is made for preserving, examining, and using the files, either permanently or for the stated time period.
- c) Every reproduction shall be deemed to be an original record and a transcript, exemplification, or certified copy of any reproduction shall be deemed to be a transcript, exemplification, or certified copy, as the case may be, of the original.

Section 1.0.7. The term "record" means and includes all non-judicial documents, papers, records, documents, books, and files in the custody of County officers.

Section 1.0.8. The provisions of this resolution are permissive, not mandatory. Authorization for destruction of a record after a term of years of retention as set forth herein does not require the destruction of any record at the end of any such term of years, and the record may be retained for a longer period for the convenience of the County officer.

Section 1.0.9. Records that are related to litigation, whether asserted, threatened, pending, or ongoing, shall not be destroyed until the litigation has terminated and/or in accordance with Article II of this resolution, whichever is later.

Section 1.0.10 The Resolutions, minutes, audio tape recordings and other similar documents of Yuba County Boards, Commissions and Committees which are subject to the Brown Act are governed by Article III for the Clerk of the Board Section 3.3

ARTICLE II

DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO ALL COUNTY OFFICERS IF THE RECORD IS NOT COVERED UNDER ARTICLE III (Board of Supervisors Approval Not Required Unless Otherwise Specified) (Govt. Code, §26205.1)

Section	Description of Record(s)	Conditions	Retention	Citation
2.1.1	DUPLICATE copies of documents WITH THE EXCEPTION of copies of the deposit permits or deposit receipts retained by the Auditor/Controller at the time of issuance thereof and copies of inventories required by Section 24051 of the Government Code which the officer must retain for five years and deliver to the successor in office.	The original or a permanent reproduction is in the files of any officer or department of this County.	5 years.	Govt. Code § 26201
2.1.2	Records which were not prepared or received pursuant to state statute or county ordinance, and not required by law to be filed and preserved, including but not necessarily limited to the following: documents, forms or records made as supporting data for reports, resumes or other records whether or not the data is actually included in such report, resume or other record; time sheets, individual overtime slips and other records kept by departments in support of payrolls; automobile mileage reports, forms developed and maintained for departmental use only; letters or other records of requests from the public for information only and replies thereto; information compiled or	The records are over two years old.	2 years.	Govt. Code § 26202 Govt. §§ 26205, 26205.1

Section	Description of Record(s)	Conditions	Retention	Citation
	collected for statistical reports or budget preparation, and like records.			
2.1.3	Records which were prepared pursuant to state statute or county ordinance, but not expressly required by law to be filed and preserved.	The records are over two years old. Requires 4/5th vote of Board of Supervisors, finding records are no longer needed for county purposes. Need not be reproduced.	2 years.	Govt. Code § 26202
2.1.4	Records which are expressly required by law to be filed and preserved.	May not be destroyed unless kept in a format that can be reproduced in a manner that accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent.	Govt. Code § 26205.1
2.1.5	Unaccepted bids or proposals for construction or installation of public works.	The records are five years old.	5 years.	Govt. Code § 26201
2.1.6	Recorded radio & telephone communications.	Retain for 100 days. Requires Board of Supervisors and County Counsel approval.	100 days.	Govt. Code § 26202.6
2.1.7	Recordings of routine video monitoring of the regular and ongoing operations of the Departments, including mobile in-car video systems, jail observation and monitoring systems, and building security taping systems.	Must retain for one year.	1 year.	Govt. Code § 26202.6
2.1.8	Inventories filed by county officers or persons in charge of any office, department, service or institution of the County, judges or clerk, secretary or other administrative officer of each	The inventory is more than five years old. Board of Supervisors approval required to destroy the original filed with the Auditor.	5 years.	Govt. Code §§ 24051, 26205.1

Section	Description of Record(s)	Conditions	Retention	Citation
	court of record; the executive head of special districts whose affairs and funds are under supervision of the Board of Supervisors.	OR may be destroyed at any time after the document has been reproduced in accordance with Section 26205.1.		
2.1.9	Original deeds granting property to the County of Yuba or any special district for which the Board of Supervisors is the governing body.	Do not destroy under any circumstances.	Permanent.	
2.1.10	Original insurance policies.	Requires approval of Risk Manager, County Counsel and Board of Supervisors.	Until approval of Risk Manager, County Counsel, and Board of Supervisors is given for destruction.	
2.1.11	Electronic Communications	Emails that are not saved by the County within six months of considered as preliminary drafts, notes or interagency or intra-agency memoranda that are not retained by the county in ordinary course of business.	6 Months Automatic Destruction if not saved by County Staff	Govt. Code §6254(a)

ARTICLE III

DOCUMENTS AND SPECIAL CONDITIONS APPLICABLE TO SPECIFIC COUNTY DEPARTMENTS

(Board of Supervisors Approval Not Required Unless Otherwise Specified)
(Govt. Code, §26205.1)

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Section	Description of Record(s)	Conditions	Retention	Citation
3.1.1 (Assessor)	Any document containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes for which the information was obtained. OR Three years have elapsed since such lien date and the records are reproduced.	Six years OR Three years if reproduced.	Rev. & Tax. Code § 465
3.1.2 (Assessor)	Any document	Six years have elapsed since lien date for the tax year for which the document was obtained. OR Immediately if reproducible.	Six years OR Immediately if reproduced.	Rev. & Tax. Code § 465
3.1.3 (Assessor)	Lot books.	The records are reproduced, placed in conveniently accessible files.	Until reproduced and reproductions are in publicly accessible files	Rev. & Tax. § 1256; Govt. Code § 26205.1
3.2.1 (Auditor)	County, school or special district claims, warrants or any other paper issued as a warrant voucher.	The record is over five years old; or at any time if reproduced, and the reproduced records are in conveniently accessible files for five years.	5 years OR Until reproduced and placed in publicly accessible files	Govt. Code § 26907
3.2.2 (Auditor)	The Index or Warrant Register.	The record is over 5 years old in which case the record need not be reproduced.	5 years	Govt. Code § 26907
3.2.3	County, school or	Bonds or any and all	5 years	Govt. Code §§ 53921

Section	Description of Record(s)	Conditions	Retention	Citation
(Auditor)	special district bonds or coupons.	coupons pertaining thereto have been paid or cancelled for not less than five years.		and 26907.1
3.2.4 (Auditor)	Auditor's copies of county deposit permits.	The record is more than five years old. Requires Board of Supervisors approval.	5 years	Govt. Code § 26907.2
3.2.5 (Auditor)	Inventories filed by county officers or persons in charge of any office, department, service or institution of the County, judges or clerk, secretary or other administrative officer of each court of record; the executive head of special districts whose affairs and funds are under supervision of the Board of Supervisors.	Have been on file for more than five years. Requires Board of Supervisors approval.	5 years	Govt. Code § 24051
3.2.6 (Auditor)	Statements and affidavits of salaried county officers regarding fees collected as required by Chapter 8 of the Government Code, commencing with § 24350.	The records are more than five years old. OR At any time after the records have been reproduced if the copy is kept and maintained for five years.	5 years OR Until reproduced (copies must be kept for 5 years).	Govt. Code §§ 24356 and 26907
3.2.7 (Auditor)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	At any time if: The delinquent roll or abstract list has been certified by the County Auditor as correct; and Destruction has been approved by the	Until certified by the Auditor as correct, BOS approval for destruction obtained, and the records reproduced &	Rev. & Tax. Code § 2928

Section	Description of Record(s)	Conditions	Retention	Citation
		Board of Supervisors; and The record has been reproduced and the reproduction will be maintained for five years. Alternatively, records may be destroyed after five years.	maintained for 5 years. OR 5 years.	
3.2.8 (Auditor)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public social services.	May be reproduced at any time; otherwise, three years from the date of submission of the final expenditure report, or until audit findings have been resolved, UNLESS there is another statute requiring a longer retention period.	3 years from date final expenditure report submitted OR Until audit findings have been resolved UNLESS there is another statute requiring a longer retention period	Welf. & Inst. Code § 10851(c),(f)
3.2.9 (Auditor)	Statements of assets in Treasury.	Retain duplicate for one month. Original required by law to be filed with the Clerk of the Board of Supervisors.	One quarter	Govt. Code §§ 26920, 26922
3.3.1 (Clerk of the Board)	Any unaccepted bid or proposal for construction of any	The record is over two years old.	2 years	Govt. Code § 26202.1
3.3.2 (Clerk of the Board)	Contracts and original specifications on County buildings.	The building to which the records apply has been completed for over ten years. Requires Board of Supervisors approval for destruction by a 4/5th vote.	10 years. 4/5 vote of BOS in favor of destruction required.	Govt. Code §§ 25101, 26202; Code of Civil Procedure §337.15
3.3.3 (Clerk of the Board)	Resolution Books, Minute Books, Ordinance Books, records and accounts of supervisors.	May be reproduced at any time. Board of Supervisors approval required for	Until BOS approval for destruction obtained.	Govt. Code §§ 25102, 25102.1, 25104, 25105

Section	Description of Record(s)	Conditions	Retention	Citation
		destruction of originals. Reproduction must be made accessible for use, and a duplicate shall be made and kept in a safe and separate place.		
3.3.4 (Clerk of the Board)	Contracts and agreements not relating to public improvements.	Four years after expiration of term and no legal action pending.	4 years after term ends (as long as no legal action pending)	Govt. Code § 26202, CCP 337
3.3.5 (Clerk of the Board)	Assessment Appeals Board files.	Not less than five years after final Board action as long as no legal action is pending involving the application. After three years if reproduced.	5 years (if no legal action pending) OR 3 years (if reproduced)	Govt. Code § 25105.5
3.3.6 (Clerk of the Board)	Audio Tape Recordings of Board meetings.	Two years.	2 years	
3.3.7 (Clerk of the Board)	Claims Against County.	Not less than five years after final Board action as long as no legal action is pending involving the application. After three years if reproduced.	5 years (if no legal action pending) OR 3 years (if reproduced).	Govt. Code § 25105.5
3.3.8 (Clerk of the Board)	Correspondence received (not requiring action).	More than two years old.	2 years	Govt. Code § 26202
3.3.9 (Clerk of the Board)	Unsold bonds.	Two years after election. No reproduction required. Board of Supervisors resolution approval required. Notice of intent, publication, and public destruction to be done in accordance with	2 years after election if BOS approval for destruction obtained and Govt. Code § 24990 et seq. is complied with.	Govt. Code § 29940 et seq.

Section	Description of Record(s)	Conditions	Retention	Citation
		California Government Code sections 29941 and 29942. Cannot be reissued without new election.		
3.3.10 (Clerk of the Board)	Files and records pertaining to special districts WITH THE EXCEPTION OF original deeds, if any, and unexpired leases, contracts and agreements.	The records are least ten years old and have been reproduced.	10 years (if records have been reproduced)	Govt. Code §§ 25101,
3.3.11 (Clerk of the Board)	Election folders; compensation plan folders; records and papers in connection with appeals from denials of building permits, special use permits and variances; school apportionment authorization election folders.	The records are least ten years old and have been reproduced.	10 years (if records have been reproduced)	Govt. Code §§ 25101, 26205.1
3.3.12 (Clerk of the Board)	Any document containing information obtained from taxpayers.	Six years have elapsed since lien date for the taxes for which the information was obtained. OR	Six years OR Three years if reproduced	Rev. & Tax. Code §§ 465, 834

Section	Description of Record(s)	Conditions	Retention	Citation
		Three years have elapsed since such lien date and the records are reproduced.		
3.4.1 (Community Development)	Building Permits	May be destroyed if reproduced and BOS approval obtained. May be reproduced at any time. Reproduction must be retained during the life of the building.	Until reproduced and BOS approval for destruction obtained OR Life of the building (reproductions)	Health & Sa. Code § 19850; Gov. Code § 26205
3.4.2 (Community Development)	Zoning Maps	May not be destroyed unless reproduced and the reproduction is placed in conveniently accessible files, and provision is made for preserving, examining and using the files on a permanent basis.	Permanent OR Until reproduced and the reproduction is in conveniently accessible files and available for use on a permanent basis.	Govt. Code § 26205.1
3.5.1 (Coroner)	The official file for each deceased person required by section 27463 of the Government Code.	The Coroner's investigation is completed, the case is closed, and the record is reproduced and placed in conveniently accessible files.	Until reproduced and placed in conveniently accessible files (after investigation completed and case closed)	Govt. Code § 27463.5
3.5.2 (Coroner)	Blood and urine samples from persons killed as result of motor vehicle accident.	Detailed medical findings resulting from chemical examinations must be reduced to writing or permanently preserved on recording disks or similar recording media.	Permanent.	Govt. Code § 27491.25
3.6.1 (County Clerk)	Fictitious business name statement.	The statements have expired and	4 years after expiration.	Bus. & Prof. Code § 17927(a)

Section	Description of Record(s)	Conditions	Retention	Citation
		four years have elapsed since the expiration.		
3.6.2 (County Clerk)	Statements of abandonment of fictitious business name or withdrawal from partnership operation under fictitious business name and proof of publication.	At the same time the fictitious business name statement to which it relates is destroyed.	Until fictitious business name statement is destroyed.	Bus. & Prof. Code §§ 17927 (a) & 17927(b)
3.6.3 (County Clerk)	Official Oath filed by a Notary Public.	One year has elapsed since the expiration of the term of the commission for which the oath was taken.	1 year after expiration of commission.	Govt. Code § 8213
3.6.4 (County Clerk)	All public papers of any Notary Public who dies, resigns, is disqualified, removed from office, or allows his commission to expire without reappointment within 30 days.	More than 10 years have elapsed since records were deposited, no request for or reference to such records has been made, and an order of the court is first obtained.	10 years (if court order obtained and no request for/reference to records have been made).	Govt. Code § 8209
3.6.5 (County Clerk)	RESERVED			
3.6.6 (County Clerk)	Certificates of Confidential Marriages.	After one year if reproduced.	1 year (if reproduced).	Family Code § 511
3.6.7 (County Clerk)	Grand Jury Reports and Responses.	Permanent record. Do not destroy.	Permanent.	Penal Code § 933(c)
3.6.8 (County Clerk)	Statements of Cash in Treasury Permanent record.	Can be destroyed if two years old and approved by 4/5th vote of Board of Supervisors.	2 years (4/5 BOS vote in favor of destruction required).	Govt. Code §§ 26920, 26922, 26202
3.6.9 (County Clerk)	Deputy Appointment	A written appointment by the deputy's principal is filed with the county clerk.	Five years after the date of revocation of appointment of a deputy, the	Govt. Code §§ 24102(a) 27102(c)

Section	Description of Record(s)	Conditions	Retention	Citation
			written oath of office subscribed to by such deputy may be destroyed and no reproduction thereof need be made or preserved.	
3.6.10 (County Clerk)	Process Server's Certificate of Registration	The county clerk shall retain the certificate of registration for a period of three years following the expiration date of the certificate.	The certification of registration retained for a period of three years following the expiration date of the certificate after which the certificate may be destroyed if scanned or if the conditions specified in Section 26205.1 of the Gov. Code are met. If the certificate is scanned, the scanned image shall be retained for 10 years, after which time that image may be destroyed and no reproduction thereof need be made preserved.	Bus. & Prof. Code§ 22351(c)
3.6.11 (County Clerk)	Professional Photocopier application for registration	The county clerk shall retain the application for registration for a period of three years following the expiration date of the application if it is scanned.	The county clerk shall retain the application for registration for a period of three years following the expiration date of the application, after which time the	Bus. & Prof. Code§ 22452(c)

Section	Description of Record(s)	Conditions	Retention	Citation
			application may be destroyed if it is scanned or if the conditions in Gov. Code 26205.1 are met. If the application is scanned, the scanned image shall be retained for a period of 10 years. After which time that image may be destroyed and no reproduction need be made or preserved.	
3.6.12 (County Clerk)	Unlawful Detainer Assistants & Legal Document Assistants application for registration	The county clerk shall retain the application for registration for a period of three years following the expiration date of the application if it scanned.	The county clerk shall retain the application for a period of three years following the expiration date of the application, after which time the application may be destroyed if it is scanned or if the conditions specified in Gov. Code 26205.1 are met. If the application is scanned, the scanned image shall be retained for a period of 10 years, after which that image may be destroyed and no reproduction need be made or preserved.	Bus. & Prof. Code § 6403(e)
3.7.1 (Court Reporter)	Court reporter's notes.	Retain for ten years for criminal cases, five years for	10 years (criminal cases; Supreme	Govt. Code § 69955

Section	Description of Record(s)	Conditions	Retention	Citation
		civil cases. Must have court order. No reproduction required. Capital felony case notes must be retained until Supreme Court authorizes destruction.	Court authorization required in capital felony cases). OR 5 years (civil cases).	
3.8.1 (Grand Jury)	Reports	Retain for at least five years.	5 years.	Penal Code § 933(c)
3.9.1 (Health Officer)	X-ray photographs and case records taken with regard to tuberculosis.	The records are more than five years old and: do not show the existence of tuberculosis in the infectious stage; or the individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record, or the person's place of residence has been unknown for over 10 years. The records may be offered to a public or private medical library instead of being destroyed.	5 years (if the records do not show the existence of tuberculosis in the infectious stage; or the individual to whom the records pertain has been deceased more than two years, would be 102 years old according to date of birth as shown on the record, or the person's place of residence has been unknown for over 10 years).	Health & Safety Code § 123150
3.9.2 (Health Officer)	Records pertaining to dangerous drugs required by Business and Professions Code section 4081.	More than three years have elapsed since the making of the records.	3 years.	Bus. & Prof. Code §§ 4081, 4105
3.9.3 (Health Officer)	Records relating to health care and medical assistance provided to a recipient of public assistance.	Three years after the last date that the County provided service to the recipient, unless State Department of	3 years after the last date that service was provided (unless the State requires longer retention).	Welf. & Inst. Code § 10051, 10851

Section	Description of Record(s)	Conditions	Retention	Citation
		Health requires retention for a longer period.		
3.9.4 (Health Officer)	Patient records.	Hard copy must be retained unless all patient records are maintained by means of an electronic record keeping system, which has an offsite backup storage system, an image mechanism that is able to copy signature documents and a mechanism to ensure that once a record is input, it is unalterable.	Permanent (unless all patient records are kept by way of an electronic record keeping system with offsite back up and mechanism to ensure records are unalterable once input.	Health & Safety Code § 123149
3.10.1 (Local Agency Formation Commission)	Any duplicate record, paper or other document.	The original or a photographic or electronic copy is retained in the files of the Commission.	Until Commission approval obtained.	Govt. Code § 56382
3.10.2 (Local Agency Formation Commission)	Original record, paper or other document.	Originals may be destroyed if reproduced. The Commission may authorize destruction of original records more than two years old if reproduced and made accessible for public reference.	Once reproduced OR 2 years (if reproductions are publicly accessible and Commission approval obtained).	Govt. Code § 56382
3.11.1 (Probation)	Records and papers concerning individual minors.	More than five years have elapsed since the termination of jurisdiction of the juvenile court over the minor.	5 years after termination of juvenile court jurisdiction.	Welf. & Inst. Code § 826(a)
3.11.2 (Probation)	Records and papers concerning any person over 18.	More than 5 years have elapsed since the	5 years after termination of probation.	Penal Code § 1203.10

Section	Description of Record(s)	Conditions	Retention	Citation
		termination of probation.		
3.12.1 (Public Defender)	Non-felony public defender files.	Eight years after final disposition of a case; and must be approved by the Board of Supervisors.	8 years. BOS approval required.	Govt. Code § 26205.8
3.13.1 (Public Works)	Traffic Collision Reports received from the California Highway Patrol.	At least two years have elapsed since receipt of the records.	2 years.	Govt. Code § 26202
3.13.2 (Public Works)	Unaccepted bids or proposals for construction or installation of public works.	The record is over two years old. Accepted bids should be filed with the contract.	2 years.	Govt. Code § 26202.1
3.14.1 (Purchasing Agent)	Written requisitions received by the Purchasing Agent.	The records are more than three years old.	3 years.	Govt. Code § 25501.5
3.14.2 (Purchasing Agent)	Unaccepted bids and proposals for services, supplies & equipment received by Purchasing Agent.	At least two years have elapsed since receipt of the record.	2 years. 4/5 vote of BOS in favor of destruction required.	Govt. Code § 26202
3.14.3 (Purchasing Agent)	Accepted bids and proposals for services, supplies & equipment received by Purchasing Agent.	At least four years after completion of the project or contract.	4 years after completion.	CCP § 337
3.14.4 (Purchasing Agent)	Unaccepted bids or proposals for construction or installation of public works.	The record is over two years old. Accepted bids should be filed with the contract.	2 years.	Govt. Code § 26202.1
3.14.5 (Purchasing Agent)	Contracts and original specifications on County buildings.	The building to which the records apply has been completed for over ten years. Requires Board of Supervisors approval for	10 years. 4/5 vote of BOS in favor of destruction required.	Govt. Code §§ 25101, 26202; Code of Civil Procedure § 337.15

Section	Description of Record(s)	Conditions	Retention	Citation
		destruction by a 4/5th vote.		
3.15.1 (Recorder)	RESERVED			
3.15.2 (Recorder)	Federal tax liens, together with any release of such lien.	More than eight years have elapsed since the lien was filed and all unreleased liens are reproduced.	8 years IF all unreleased liens are reproduced.	Govt. Code § 27206
3.15.3 (Recorder)	Papers and record books created under Land Title Law.	The records are reproduced, and destruction is authorized by Board of Supervisors, PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Until reproduced and BOS approval for destruction obtained.	Govt. Code § 27207
3.15.4 (Recorder)	Any or all filed papers or record books created by handwriting, typing on printed forms, typewriting or photographic methods.	The records are reproduced, and destruction is authorized by Board of Supervisors, PROVIDED THAT any page which cannot be reproduced on film with full legibility must be permanently preserved.	Until reproduced and BOS approval for destruction obtained.	Govt. Code § 26205.5
3.15.5 (Recorder)	Any original document left for recording.	Documents are undeliverable by mail and uncalled for 10 years or more after the date of recording. Originals	10 years (if uncalled for during that time) OR 2 years (if	Govt. Code § 26205.6

Section	Description of Record(s)	Conditions	Retention	Citation
		of documents that have been reproduced and are uncalled on for two years or more.	reproduced and uncalled for during that time).	
3.15.6 (Recorder)	Any notice of completion of any building or improvement, and the contract, plans, specifications and bond under which the work was done.	Five years have elapsed from the date of filing in the Recorder's office, or after two years, may return to the person who filed them, and the Recorder has not been notified in writing to retain them by someone claiming interest under the contract or in the property affected in either case	5 years OR 2 years (if returned to filer) UNLESS notified in writing to retain them by someone claiming interest under the contract or in the property affected.	Govt. Code § 27205
3.15.7 (Recorder)	Temporary Index sheets prepared by key punch or printing machine.	Must be retained until permanent indexes are completed from same key punch cards.	Until permanent indexes are completed from same key punch cards.	Govt. Code § 27265
3.15.8 (Recorder)	State highway construction plans and right of way maps.	May be destroyed at any time if microfilmed.	Until microfilmed.	Streets & Highways Code §§ 128, 129
3.16.1 (Registrar of Voters)	Cancelled original affidavits of registration.	More than five years have elapsed since cancellation or the first general election has taken place since such cancellation and the affidavits are reproduced.	5 years OR After the first general election has taken place since cancellation (if reproduced).	Election Code § 17000
3.16.2 (Registrar of Voters)	Index of voters from previous statewide general election.		Until next November general election in even numbered year has been	Election Code § 2191

Section	Description of Record(s)	Conditions	Retention	Citation
3.16.3 (Registrar of Voters)	Unopened and unaltered packages containing voted precinct and VBM ballots (EC 17305, 17306) and packages containing spoiled, canceled or unused ballots or elections supplies as described in sections 14430 and 14431 of the Elections Code.	The designated time period (22 months post-federal elections and 6 months post-state elections) has elapsed since the declaration of the result of the election by the body canvassing the returns and no contest to said election or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has been commenced within said time period. Voted ballots; 22 months (federal), 6 months (state or local) OR so long as any contest involving the vote at the election remains undetermined.	conducted. Federal Election: 22 months State or Local Election: 6 months IF no contest to election or criminal action involving fraudulent use, marking or falsification of ballots or forgery of absent voters' signatures has been commenced within said time period.	Elections Code §§ 17301-17306
3.16.4 (Registrar of Voters)	Nomination papers.	Four years have elapsed since the expiration of the term for which the papers were filed; and there is no pending investigation, action or proceeding.	4 years (if no pending investigation, action or proceeding).	Elections Code § 17100
3.16.5 (Registrar of Voters)	Initiative and referendum petitions. (Elections Code, §17200.)	At least eight months have elapsed since the certification of the results of the election for which the petition qualifies or attempts	8 months if petition not in evidence and no written request for preservation.	

Section	Description of Record(s)	Conditions	Retention	Citation
		to qualify for the ballot, the petition is not evidence in any action or proceeding then pending, and there is no written request to preserve the petitions for an ongoing or pending investigation.		
3.16.6 (Registrar of Voters)	Statements of organization, registration statements and campaign statements of persons holding elective state office, candidates for any such office, committees supporting any such officeholder or candidate and committees supporting or opposing statewide measures.	Retain permanently or reproduce after two years after filing.	Permanently OR 2 years (if reproduced at the two year mark).	Govt. Code § 81009(a),(g)
3.16.7 (Registrar of Voters)	Campaign statements of city council members, county supervisors, candidates for any of these offices, and committees supporting any officeholder or candidate.	If elected, retain permanently or reproduce two years after filing. If not elected, retain for a period of not less than five years, or reproduce two years after filing in which event the reproduction can be destroyed after five years.	If elected: Permanently OR 2 years (if reproduced at the two year mark). If not elected: 5 years	Govt. Code § 81009(b),(g)
3.16.8 (Registrar of Voters)	Campaign Statements - all other persons for all other offices.	Retain for seven years, or reproduce two years after filing in which event the reproduction can be destroyed after seven years.	7 years	Govt. Code § 81009(c),(g)

Section	Description of Record(s)	Conditions	Retention	Citation
3.16.9 (Registrar of Voters)	Statements of Economic Interest of persons holding statewide elective office.	Retain permanently, or may be reproduced two years after filing.	Permanently OR 2 years (if reproduced at the two year mark).	Govt. Code § 81009(d), (g).
3.16.10 (Registrar of Voters)	Statements of Economic Interest - Supervisors, DA, County Counsel, Treasurer, CAO, Planning Commissioners - all other county filers.	Retain for seven years, or reproduce two years after filing in which event the reproduction can be destroyed after seven years.	7 years.	Govt. Code § 81009(e),(g)
3.16.11 (Registrar of Voters)	Copies of reports or statements relating to the Political Reform Act.	Retain for not less than four years, or reproduce two years after filing in which event the reproduction can be destroyed after four years. No requirement to retain duplicate copies.	4 years.	Govt. Code § 81009(f),(g)
3.16.12 (Registrar of Voters)	Recall petitions NOT for state officer	Preserve all recall petitions filed for eight months after the results of the election for which the petition qualified, or, if no election is held, eight months after the elections official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending or unless the elections official has received a written request from the Attorney General, the Secretary of State,	8 months after the results of the election for which the petition qualified for; or 8 months after the election official's final examination of the petition. Thereafter, the petition shall be destroyed as soon as practicable, unless it is in evidence in some action or proceeding then pending.	Elections Code § 17400

Section	Description of Record(s)	Conditions	Retention	Citation
		the Fair Political Practices Commission, a district attorney, a grand jury, or the governing body of a county, city and county, city, or school district, including a school district, that the petition be preserved for use in a pending or ongoing investigation.		
3.16.13 (Registrar of Voters)	Records reflecting appointment of precinct officials: Precinct Officer Declaration of Intention, Precinct Board Member applications, Nominations and Orders Appointing Precinct boards and polling place assignments. Records of Vote by mail ballot applications.	The designated time period (22 months post federal elections and 6 months post-state elections) has elapsed since the date of the election.	Federal Election: 22 months State or Local Election: 6 months	Elections Code §§ 17502-17505
3.16.14 (Registrar of Voters)	List of new resident voters.	The designated time period (22 months post federal elections) has elapsed since the date of the election.	22 months	Elections Code § 17506
3.16.15 (Registrar of Voters)	Applications for Voter CD's/Information	Retain 5 years from date of request	5 years	Elections Code §2188
3.16.16 (Registrar of Voters)	Roster of Voters, Combined Roster of Voters, Indexes (as provided for in EC 14109).	Preserve all rosters/indexes until 5 years after the date of the election. Or, if reproduced, destroy after next general election.	5 years OR if reproduced, destroy after next subsequent general election.	Elections Code §17300
3.17.1 (Sheriff)	911 Tapes.	100 days. Requires approval of Board of Supervisors and consent of County Counsel.	1 year (BOS and County Counsel approval needed for destruction).	Govt. Code § 26202.6

Section	Description of Record(s)	Conditions	Retention	Citation
3.17.2 (Sheriff)	Recordings of routine video monitoring of the regular and ongoing operations of the Departments, including mobile in-car video systems, jail observation and monitoring systems and building security taping systems.	Must retain for one year. Requires Board of Supervisors and County Counsel approval.	1 year (BOS and County Counsel approval needed for destruction).	Govt. Code § 26202.6
3.17.3 (Sheriff)	Citizen Complaints re officers.	Five years.	5 years.	Penal Code § 832.5
3.18.1 (Social Services)	The case history or any part thereof, of any recipient of public assistance.	The recipient has not received any public assistance from the County for a period of three years, and the provisions of Article I, Section 1.0.4 of this Resolution are complied with.	3 years from date final expenditure report submitted OR Until audit findings have been resolved UNLESS there is another statute requiring a longer retention period.	Welf. & Inst. Code § 10851
3.18.2 (Social Services)	The narrative portions of case records.	The narrative portion is over three years old and the case file has been audited by the State Department of Benefit Payments.	3 years.	Welf. & Inst. Code § 10851
3.18.3 (Social Services)	Fiscal, statistical and other records necessary for maintaining accountability and meeting reporting requirements relating to the administration of public social services	May be reproduced at any time; otherwise, three years from the date of submission of the final expenditure report, or until audit findings have been resolved, UNLESS there is another statute	3 years after final expenditure report submitted or until audit findings resolved UNLESS another statute requires longer retention.	Welf. & Inst. Code § 10851

Section	Description of Record(s)	Conditions	Retention	Citation
		requiring a longer retention period.		
3.19.1 (Treasurer/Tax Collector)	Redemption certificates.	Destruction has been authorized by the Board of Supervisors, the records are reproduced; or the records or reproductions are more than twelve years old, and the redemption certificates have been certified by the Auditor as correct.	12 years.	Rev. & Tax. Code, § 4107
3.19.2 (Treasurer/Tax Collector)	Delinquent tax rolls and the original secured rolls on which they are based.	Destruction has been authorized by the Board of Supervisors, the records are reproduced; or the records or reproductions are more than twelve years old, and the delinquent roll or original secured roll has been certified by the Auditor as correct.	12 years.	Rev. & Tax. Code, § 4377
3.19.3 (Treasurer/Tax Collector)	Abstract lists of the tax rolls.	Retain for at least two years after the time the lien has been removed.	2 years.	Rev. & Tax. Code, § 4377
3.19.4 (Treasurer/Tax Collector)	Any original unsecured tax roll containing the information set forth in the delinquent roll or abstract list.	Destruction has been authorized by the Board of Supervisors, the records are reproduced; or the records or reproductions are more than five years old, and the delinquent roll or abstract list has been certified by the Auditor as correct.	5 years.	Rev. & Tax. Code § 2928

Section	Description of Record(s)	Conditions	Retention	Citation
3.19.5 (Treasurer/Tax Collector)	Tax Rolls.	Two years after the last current item has been recorded thereon, destruction has been authorized by the Board of Supervisors, and the records are reproduced and a copy of the reproduction is permanently retained.	2 years after last current item has been recorded (if reproduced and BOS approval for destruction received).	Govt. Code § 26908
3.19.6 (Treasurer/Tax Collector)	Certificates of deposit from the County Auditor.	The certificates have been filed for more than five years OR The certificates have been filed for more than one year and a reproduction is placed in easily accessible files and provision is made for their examination and use	5 years OR 1 year (if reproduced, placed in easily accessible files and provision is made for examination and use).	Govt. Code, § 27001
3.19.7 (Treasurer/Tax Collector)	Bonds and interest coupons-- County only. See section 3.3.3 with regard to school and/or special district bonds.	The bonds or any and all coupons pertaining thereto have been paid or canceled. Requires Board of Supervisors approval.	Until approval from BOS to destroy is obtained.	Govt. Code § 53921

ARTICLE IV

The records of special districts for which the board of supervisors is the governing body shall be destroyed in compliance with Government Code sections 60200, et seq.

ARTICLE V

This resolution may be amended from time to time by additions, deletions, or amendments thereto by further resolution of this Board which shall be made with specific reference hereto and all of the provisions hereof not otherwise modified shall remain in full force and effect.

PASSED AND ADOPTED this _____ day of _____, 2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(340-0815) Adopt... - 1 of 4

RF
COUNTY ADMINISTRATION
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS MANAGER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager
Holly Powers, Emergency Operations Planner

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

Date: July 30, 2015

Recommendation:

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

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on July 21, 2015.

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

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

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

RESOLUTION:

THE BOARD OF SUPERVISORS)
ADOPT A RESOLUTION)
PROCLAIMING THE EXISTENCE OF)
AN ONGOING LOCAL DROUGHT)
EMERGENCY IN THE COUNTY OF)
YUBA.) RESOLUTION NO.

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2015.

AYES:

NOES:

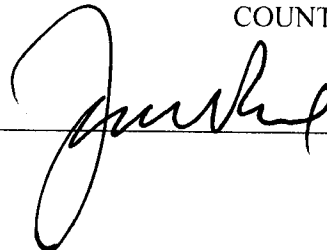
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



(341-0815) Adopt... - 1 of 88

**Dr. Nichole Quick, M.D.,
Health Officer**
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director *J. Vasquez*
John Crocker, Program Manager *J. Vasquez*
Health & Human Services Department

DATE: August 11, 2015

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: It is recommended that the Board of Supervisors approve the attached 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, 2015, through June 30, 2016, and further, authorizing the Chair to accept funds and execute documents as required by the grant.

BACKGROUND: Yuba County has entered into agreement with the California Department of Aging for the MSSP grant since July 2001. 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.

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

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the item. This agreement has been in place for 14 years and there are no significant changes.

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

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

**RESOLUTION AUTHORIZING YUBA
COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT TO ENTER INTO
AGREEMENT WITH THE STATE OF
CALIFORNIA FOR THE MULTIPURPOSE
SENIOR SERVICES PROGRAM FOR THE
TERM OF JULY 1, 2015, THROUGH JUNE 30,
2016, AND AUTHORIZE THE CHAIR TO
EXECUTE DOCUMENTS AS REQUIRED**

Resolution No. _____

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

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

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors hereby authorizes the submission of the Standard Agreement Number MS-1516-36 to the California Department of Aging for the Multipurpose Senior Services Program grant.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors 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, 2015 through June 30, 2016; 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

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permission to execute amended 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 _____, 2015, by the following vote:

AYES:

NOES:

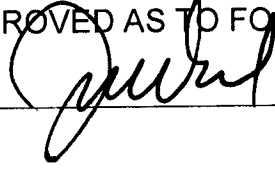
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



MS-1516-36

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2015
Through June 30, 2016

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

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

Exhibit A – Scope of Work 13 page(s)

Exhibit B – Budget Detail and Payment Provisions 8 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 56 page(s)



Exhibit - D* Special Terms and Conditions

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.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY:

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

☐ Exempt per:

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

(341-0815) Adopt... - 5 of 88

CERTIFICATION

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

CONTRACTOR/VENDOR NAME:

YUBA COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT

CONTRACT NUMBER:

MS-1516-36

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE OF PERSON SIGNING:

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, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

APPROVED AS TO FORM
JAMES MORRIS-JONES
COUNTY COUNSEL

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

(341-0815) Adopt... - 6 of 88

- 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.

SCOPE OF WORK**ARTICLE I. CONTACT INFORMATION**

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1516-36 in accordance with this Agreement. The number of client months under this Agreement is 624.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Name: MSSP Operations Manager	Name: John Crocker, Site Director
Phone (916) 419-7552	Phone: (530) 749-6371
Fax: (916) 928-2508	Fax: (530) 749-6281

Direct all contract inquiries to:

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

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

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

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

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

ARTICLE III. MSSP PROGRAM OPERATIONS

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

A. Care Management Team

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

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

B. Care Plan

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

C. Purchased Waiver Services

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

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

D. Case Files

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

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

E. Management Information Systems (MIS)

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

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

F. Enrollment Levels

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

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

G. Bilingual and Linguistic Program Services

1. Needs Assessment

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

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

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

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

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

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

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

2. Provision of Services

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

- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

- (1) Interpreters or bilingual providers and provider staff
- (2) Contracts with interpreter services
- (3) Use of telephone interpreter lines
- (4) Sharing of language assistance materials and services with other providers

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of Waiver Participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support Waiver Participants in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors 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 from MSSP
Multipurpose Senior Services Program 2015-16**

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

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

A. Management Information Systems (MIS)

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

B. Notice Requirements

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

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

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

C. Transition Plan

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

D. Enrollment Verification

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

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

E. Orientation

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

F. Referrals

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

G. Care Coordination

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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

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

H. Encounter Data Submission

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

ARTICLE I. INVOICING AND PAYMENT

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

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

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a contractor for a service level which falls below the total annual waiver slot budget.
- F. Advance Payments
 - 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total contract amount.
 - 2. No advance payments shall be authorized for a contractor that has entered into the CCI payment model with a care PLAN(S).

ARTICLE I. INVOICING AND PAYMENT (Continued)

3. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
4. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
5. 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.
6. Repayment of advances, for the fee for service payment model, will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
7. Repayment of advances will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

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

ARTICLE II. FUNDS (Continued)

In State:

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

Out of State:

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

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

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors 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 as determined by DHCS or CDA to be out of compliance with this Agreement; are unrelated or inappropriate to contract activities; when inadequate supporting documentation is not presented; or where prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable

ARTICLE II. FUNDS (Continued)

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 maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[2 CFR Part 200]
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
 - 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-federal entity for administrative expense.[2 CFR §200.305(b)(9)]
 - 2. The non-federal entity must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply.
 - a. The non-federal entity receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

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.

A. 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.
- B. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this exhibit.
- C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- D. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed fifteen (15) percent of direct salaries plus benefits.
- E. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- F. The Contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

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

- 1. Termination or suspension of this Agreement
- 2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - 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.

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

A. Submission of Claim to PLAN(S)

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

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$357.08 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) payment as payment in full and final satisfaction of PLAN(S) payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

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Site Name	Yuba County Health and Human Services Department		Site Number	36	Fiscal Year 2015-16	
Line #	A. Care Management					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	HOANG	\$58,089	0.000%	0.840	\$37,177
2	PHN	MORRILL	\$82,499	0.000%	0.500	\$41,250
3			\$0	0.000%	0.000	\$0
4			\$0	0.000%	0.000	\$0
5			\$0	0.000%	0.000	\$0
6			\$0	0.000%	0.000	\$0
7			\$0	0.000%	0.000	\$0
8			\$0	0.000%	0.000	\$0
9			\$0	0.000%	0.000	\$0
10			\$0	0.000%	0.000	\$0
11			\$0	0.000%	0.000	\$0
12			\$0	0.000%	0.000	\$0
13			\$0	0.000%	0.000	\$0
14			\$0	0.000%	0.000	\$0
15			\$0	0.000%	0.000	\$0
16			\$0	0.000%	0.000	\$0
17			\$0	0.000%	0.000	\$0
18			\$0	0.000%	0.000	\$0
19			\$0	0.000%	0.000	\$0
20			\$0	0.000%	0.000	\$0
26			\$0	0.000%	0.000	\$0
27	Subtotal Care Management Salaries					\$78,426
28	Care Management Benefits					\$34,308
29	Total Care Management (CM) FTE 1.14					
29	Total Care Management					
29	% Budget					51%
29						\$112,735
Line #	B. Care Management Support/Administration					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	SITE ADMINISTRATOR	CROCKER	\$97,690	0.000%	0.050	\$4,885
31	SCM	MCCLEARY	\$79,956	0.000%	0.080	\$6,396
32	CLERICAL	PATERNO	\$40,064	0.000%	0.200	\$8,013
33			\$0	0.000%	0.000	\$0
34			\$0	0.000%	0.000	\$0
35			\$0	0.000%	0.000	\$0
36			\$0	0.000%	0.000	\$0
37			\$0	0.000%	0.000	\$0
38			\$0	0.000%	0.000	\$0
39			\$0	0.000%	0.000	\$0
42			\$0	0.000%	0.000	\$0
43	Subtotal CMS/Administration Salaries					\$19,294
44	CMS/Administration Benefits					\$8,255
45	Total CMS/Administration FTE 0.33					
45	Total CMS/Administration Salaries					\$27,549
46	Operating Costs					
46	Communications, Postage, Reprographics					\$457
47	Consultation, Professional Services					\$322
48	Equipment Cost equal to or greater than \$500 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$4,408
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$12,431
50		\$2.49	363.48	\$1,590.67		
51	Insurance					\$674
52	Library Purchases, Membership Dues, Subscriptions					\$475
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$100
56	Travel					\$592
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					5%
58	Base = Salaries & Benefits ((29)+(45))					\$140,284
59						\$0
60						\$0
61						\$0
62	Total CMS/Admin (46)+(61)					\$28,831
62	Total CMS/Admin (46)+(61)					
62	% Budget					24%
62						\$54,380
63	Total Waived Services					
63	Total Waived Services					
63	% Budget					25%
63						\$55,705
64	D. Total Budget Amounts					
64	Fiscal Year 2014-2015 ((29)+(62)+(63))					\$222,820
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.						
Full Name		Title		Date	Check box to indicate agreement with information provided in report.	
John Crocker		Site Administrator		February 27, 2015	<input checked="" type="checkbox"/>	
For CDA Use Only		Approved by:		3/25/15		
		Analyst Signature		Date		

GTC 610

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. "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
 - 1. General terms and conditions, Exhibit C
 - 2. Scope of Work, Exhibit A
 - 3. Special terms and conditions, Exhibit D
 - 4. Exhibits B, E
 - 5. All other documents incorporated herein by reference
- C. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any Program Memo or other correspondence, the provisions in this Agreement shall prevail.
- D. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Health Services" and "DHCS" mean the Department of Health Care Services.
- F. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
- G. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement. Subcontract means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract (including those Agreements formerly known as Vendor Agreements), that provides for the provision of goods or services under this Agreement.
- H. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
- I. "Reimbursable item" also means "allowable cost" and "compensable item."
- J. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.

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

- K. Codes - "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I Code" means Welfare and Institutions Code. "U.S.C." means United States Code. "PCC" means Public Contract Code.
- L. "HIPAA" means Health Insurance Portability and Accountability Act.
- M. "Waiver Participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
- N. "OMB" means federal Office of Management and Budget.
- O. "Wait List" means a list of potential MSSP Participants, established and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and CMS' direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.
- P. "Encounter" means any authorized service consistent with any of the three (3) MSSP service categories (Care Management, Care Management Support, or Purchased Waiver Services) provided to or purchased by the Contractor for an enrolled PLAN(S) Member during a given month. Each MSSP Waiver Participant incurs one encounter per month for care management and care management support. However, each MSSP Waiver Participant may incur more than one purchased waiver service (PWS) encounter because each unit of PWS is counted as a separate encounter.
- Q. "Eligibility Determination" means a process by which the Contractor determines whether a MSSP Applicant or MSSP Waiver Participant meets eligibility criteria to participate in the MSSP and receive MSSP Waiver Services.
- R. "Level of Care" (LOC) means a clinical certification by the Contractor that the MSSP Applicant or MSSP Waiver Participant meets the requirement for a nursing facility placement.
- S. "MSSP Applicant" means a Member who has submitted an application to the Contractor to receive MSSP Waiver Services.

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

- T. "Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Exhibit D, Article I, Section W.
- U. "MSSP Waiver Slot" means a position, whether vacant or filled, which is funded according to a contractor's site budget and allocated for a Participant during a given month.
- V. "Coordinated Care Initiative" (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
- W. Additional definitions specific to contractors operating under the CCI model.
1. "Member" means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
 2. "PLAN(S)" is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).

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

1. CASH GRANT

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

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

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

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

AID PROGRAM DEFINITION
CODE

****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 Lynch v. Rank 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 Lynch v. Rank lawsuit. See Aid Code 16 for definition of Pickle Eligibles.

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

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

3. MEDICALLY NEEDY, NO SHARE OF COST

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.

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

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

4. MEDICALLY NEEDEY, SHARE OF COST

AID PROGRAM DEFINITION
CODE

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

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

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

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

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

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

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,

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

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

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

1X	NO SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules.
1Y	SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

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

X. 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,

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

psychosocial and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible Waiver Participants are those who:

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

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

2. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:
 - a. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible Waiver Participants are those whose health and/or safety or independence

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

are jeopardized because of deficiencies in their place of residence. This service is limited to Waiver Participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special Waiver Participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

- b. **Nonmedical Home Equipment (2.3):** Includes those assistive devices, appliances, and supplies which are necessary to assure the Waiver Participant's health, safety, and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs mattresses, bedding, and emergency supply kits and goods) under the following circumstances:
 - i. The Waiver Participant is receiving Deinstitutionalized Care Management services, and the items are required to facilitate discharge from the institution to a community residence
 - ii. The Waiver Participant's assessment identifies the need for this service including how it is a necessary support if the Waiver Participant is to remain in the community, and the care plan specifies the required item(s)
 - iii. In either circumstance, the following criteria must be met and documented in the case record:
 - (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the Waiver Participant
 - (b). The items are necessary to preserve the Waiver Participant's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization

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

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

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

- a. The MSSP Waiver Participant has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute

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

- c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds

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

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

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the Waiver Participant-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker. When a personal care service is to be performed by an unlicensed health care worker, permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

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

- 6. **Supplemental Health Care (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not

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

otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.

7. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
 - a. **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based Waiver Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all Waiver Participant contact activity each month.

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

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

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

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

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

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

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

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

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

vouchers for trips made via private taxicabs for the elderly and handicapped).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the Waiver Participant has no telephone, or for the isolated Waiver Participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the Waiver Participant has a medical/health condition

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

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 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 are hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 U.S.C. 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

ARTICLE II. ASSURANCES (Continued)

The Contractor shall, unless exempted, ensure compliance with the requirements of GC 11135-11139.5, and 22 CCR 98000 *et seq.* of which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323] [Chapter 182, Statutes of. 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. 12101 *et seq.*).
4. The Contractor agrees to include these requirements in all contracts it enters into with 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 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 a conflict of interest (real or apparent) or 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.

ARTICLE II. ASSURANCES (Continued)

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 terminate this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act [18 U.S.C. 874, 40 U.S.C. 276c] [29 CFR, Part 3]
 - b. Davis-Bacon Act [40 U.S.C. 276a to 276a-7] [29 CFR, Part 5]
 - c. Contract Work Hours and Safety Standards Act [40 U.S.C. 327-333] [29 CFR, Part 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

ARTICLE II. ASSURANCES (Continued)

3. When funding is provided for construction and non-construction activities, the Contractor 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

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 U.S.C. 1857]
2. Clean Water Act, as amended [33 U.S.C. 1368]
3. Federal Water Pollution Control Act, as amended [33 U.S.C. 1251 *et seq.*]
4. Environmental Protection Agency Regulations [40 CFR, Part 15 and 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: [45 CFR §92.35]
 - 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

ARTICLE II. ASSURANCES (Continued)

- 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 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 the Subcontractor debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also *identify the action taken*.
2. Documentation in the form of a resolution, order, or motion by the Contractor's Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor, authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

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

ARTICLE II. ASSURANCES (Continued)

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The Contractor must keep the DUNS number and related updates on the website to be viewed at: <https://www.sam.gov/portal/SAM/#1>
3. The Contractor shall review all DUNS information annually to ensure it is up to date.
4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). 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 providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract until satisfactory status is restored.

O. 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 Contractor, to any person for influencing or attempting to

ARTICLE II. ASSURANCES (Continued)

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor 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 at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors 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
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31,U.S.C 1352
 6. 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
- P. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services to Waiver Participants.

ARTICLE III. AGREEMENT

A copy of this executed 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 receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. The State has no legal obligation unless and until the contract is approved.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. In the event any subcontractor 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 XIX 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 any subcontracts 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.
- E. Copies of subcontracts, 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 in accordance with Article XI of this exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, 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 Agreement

ARTICLE V. SUBCONTRACTS (Continued)

were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractors in the performance of this Agreement.

- H. The Contractor shall ensure that all potential providers of Waiver Services complete a CDA-approved Application. The subcontractors selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential subcontractors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Contract.
- I. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in subcontractors operations.
- J. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et. seq.) and California Government Code Sections 11135-11139.5.
- K. The Contractor shall require all subcontracts to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.
- L. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- M. The Contractor shall refer to 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] in making a determination a subcontractor relationship exists. If such a relationship exists then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- N. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, letters of agreement, insurance documentation in accordance with Article XII of this Exhibit, Memorandums and/or Letters of Understanding and Waiver Participant records of its activities and expenditures hereunder in a form satisfactory to CDA and

ARTICLE VI. RECORDS (Continued)

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.

The Contractor shall maintain a reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers.

- B. 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.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all Waiver Participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as directed by CDA.
- D. 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.
- E. 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 guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- F. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records

ARTICLE VI. RECORDS (Continued)

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.

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

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
 2. Has a unit acquisition cost of at least \$500; a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit
 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases,

ARTICLE VII. PROPERTY (Continued)

and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to CDA, annually with the Closeout Report, in electronic form, a cumulative inventory of all property furnished or purchased by the Contractor or a subcontractor 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), to report property to the Department, unless otherwise directed by the Department.

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

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or a subcontractor 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.

ARTICLE VII. PROPERTY (Continued)

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.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. CDA reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to CDA. CDA reserves the right to require the Contractor to transfer such property to another entity, or to CDA.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, CDA will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of CDA for other purposes in this order:
 1. Another CDA program providing the same or similar service or
 2. Another CDA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

ARTICLE VII. PROPERTY (Continued)

- N. The Contractor or Subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts issued under this Agreement.
- Q. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP Waiver Participants.
- R. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, 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 Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, fiscal data, and procurement components. This will include policies, procedures and procurement 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 administrative, program, and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct or/and material effect on each of its major programs.

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

- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.
- E. The Contractor shall refer to the guidance in 2 CFR §200.330 in making a determination of whether a subcontractor or contractor relationship exists. If a contractor relationship exists, then the Contractor shall follow the procurement standards in 2 CFR §200.317 through §200.326.

ARTICLE X. AUDIT

- A. The Contractors that expend \$750,000 or more in Federal funds shall arrange for an audit to be performed, as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget 2 CFR §200.501-§200.521 [formerly 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 thirty (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.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through CDA.

- 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.

ARTICLE X. AUDIT (Continued)

- 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 California State Auditor, 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. The 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 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 XI. 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.

ARTICLE XI. INSURANCE (Continued)

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 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 (DGS-ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS-ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the "Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insured, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement
 2. CDA shall be named the certificate holder and the Department's address must be listed on the certificate

ARTICLE XI. INSURANCE (Continued)

- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors 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 to hold the Contractor and CDA harmless. The Subcontractors' Certificate of Insurance for general and auto liability 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.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance referencing this Agreement Number shall be submitted to the Department with this Agreement.
- I. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

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 may terminate the Agreement upon ninety (90) days' written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

the notice. The Contractor shall submit to the Department a Transition Plan as specified in Article XIII(B). The Parties agree that the termination of any portion of this Agreement shall not affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect.

2. Termination for Cause

The State may, in whole or in part, terminate for cause the performance of work under this Agreement. The Department may terminate the Agreement upon thirty (30) days written notice to the Contractor. The notice of termination shall be effective thirty (30) days from the delivery of the notice of termination. The Contractor shall submit a transition plan to the Department as specified in Article XIII (B). The grounds for termination for cause shall include but are not limited to the following:

- a. Threat of life, health or safety of the public (termination of Agreement shall be effective immediately)
- b. Violation of the law or failure to comply with any condition of this Agreement
- c. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
- d. Failure to comply with reporting requirements
- e. Evidence that the Contractor is in an unsatisfactory financial condition as determined by the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
- f. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
- g. 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
- h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- i. Commission of an act of bankruptcy
- j. Debarment or suspension of relevant license or certificate
- k. Material change in the Contractor's organizational structure
- l. The Department determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

3. Voluntary 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 (this is only applicable in cases of voluntary 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 transition the program and terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.

4. The Contractor's Obligations

After the Department's Notice of Termination or the Contractor's Notice of Intent to Terminate, and except as directed by the Department, 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:

- a. Take immediate steps to ensure the health and safety of Waiver Participants in the MSSP program managed by the Contractor. Contractor agrees to refer MSSP Waiver Participants to other local resources.
- b. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
- c. Deliver updated Waiver Participant records to the subsequent MSSP Contractor or as directed by CDA.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- d. With assistance from CDA, develop a written Transition Plan, to locate alternative services for each Waiver Participant through another MSSP site or community agency in accordance with this Agreement.
- e. Be responsible for providing all necessary Waiver Participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to Waiver Participants prior to such expiration or termination.
- f. Submit a full accounting and closeout of the Contractor's existing budget.
- g. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
- h. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)
- i. Submit a Transition Plan as specified in Section B of this Agreement

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within 15 days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 - a. A current Waiver Participant count and identifying Waiver Participant information upon request.
 - b. A description of how Waiver Participants will be notified about the change in their MSSP provider.
 - c. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP Waiver Participants.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- d. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
 - e. A plan to evaluate the health and safety of Waiver Participants in order to assure appropriate placement.
 - f. A plan to transfer confidential Waiver Participant records to a new contractor or care management agency
 - g. A plan to maintain adequate staff to provide continued care to MSSP Waiver Participants through the term of the Contract
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
 - i. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs
- 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, 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

Phase-out for this Contract will:

- a. Consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
- b. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

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

C. Effective Date

Termination of this Agreement, shall take effect as follows:

- a. 90 days after Department's written notice of termination to the Contractor.
- b. 30 days if the Department's written notice of termination to the Contractor was for cause or due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress.
- c. 180 days if termination is by 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 identified in Section B of this Article XII.

ARTICLE XIII. 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 XIV. 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 XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- 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 XVI. 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, overnight mail, postage prepaid, return receipt requested, 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 on the Contractor's letterhead.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Manager. This notice shall be on the Contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices with the exception of those identified in this Article 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 XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall upon request from CDA, submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to 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 XVIII. 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 the State Administrative Manual, Section 5300-5365.3, GC §11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter (06-34), and Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

D. Training/Education

1. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within thirty (30) days of the start date of this Agreement or within thirty (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 who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

ARTICLE XVIII. 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 Contractor is aware of, and agrees 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. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

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

1. Recitals

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

3. Responsibilities of Business Associate

Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- b. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.
- c. 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. 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.
- e. Provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Train and use reasonable measures to ensure compliance with the requirements of the 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 the Article, including termination of employment.
- k. Comply, where applicable, with the DHCS HIPPA Business Associate Addendum, herein incorporated by reference:
<https://www.aging.ca.gov/ProgramsProviders/MSSP/>

1) Business Associate/MSSP Site will immediately upon discovery of any suspected security incident notify by telephone and email the DHCS and CDA contacts/units identified below:

- CDA MSSP Operations Manager

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- DHCS Privacy Officer
 - DHCS Information Security Officer
- 2) Within 24 hours of the discovery, the MSSP Site will submit a DHCS Privacy Incident Report (PIR) form to the below contacts.
 - 3) Within 72 hours of the discovery, the MSSP Site will submit an updated DHCS PIR form to the below contacts.
 - 4) Within 10 working days of the discovery, the MSSP Site will submit a complete DHCS PIR form to the below contacts.

CDA MSSP Operations Manager
MSSP Branch
1300 National Drive, Suite 200
Sacramento, CA 95834-1992
Email: MSSPService@aging.ca.gov
Telephone: (916) 419-7552
Fax (916) 928-2508

DHCS Privacy Officer
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413
Email: privacyofficer@dhcs.ca.gov
Telephone: (916) 445-4646
Fax (916) 440-7680

DHCS Information Security Officer
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413
Email: iso@dhcs.ca.gov
Telephone (ITSD Service Desk): (916) 440-7000 or (800) 579-0874
Fax (916) 440-5537

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

4. Obligations of DHCS/CDA

DHCS/CDA agrees to:

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

5. Audits, Inspection and Enforcement

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

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

6. Termination

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

7. Miscellaneous Provisions

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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 an entity the address, and telephone number at which the supporting data is available"; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XX. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.

ARTICLE XX. REPORTS (Continued)

- b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
 - Care Management Activity – Including staff turnover, training, quality assurance, Waiver Participant grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, Waiver Participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
 - Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
 - Monthly Active Waiver Participant Count
 - Staff Roster
 - Self-Certified Training
 - Wait List – Including the number of potential MSSP Participants waiting for enrollment
 - Critical Incident Reporting
 - Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

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

- a. General site operations

ARTICLE XX. REPORTS (Continued)

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

3. Fiscal Closeout Reports

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

- a. Final Accounting Reconciliation
- 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, including the Closeout Report due dates.

4. Monthly Active Waiver Participant Count

Reports are due on the 5th of each month, unless otherwise specified by CDA.

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

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

- 1. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 - a) Payment Detail from PLAN(S) as requested.
 - b) Upon request, the Contractor agrees to furnish PLAN(S) with the following:

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2015-16

(341-0815) Adopt... - 87 of 88

ARTICLE XX. REPORTS (Continued)

- I. Monthly Active Waiver Participant Count
 - II. MSSP Encounter Data
 - III. MSSP Quarterly Report
2. The Contractor shall submit monthly zero-cost electronic Encounter Data to PLAN(s).

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
Plumas Lake	95961
Rackerby	95972
Smartsville	95977
Strawberry Valley	95981

**Yuba County Sheriff's Department**

(342-0815) Adopt... - 1 of 6

Steven L. Durfor, Sheriff-Coroner**215 5th Street, Suite 150, Marysville, CA 95901****Ph: 530-749-7777 • Fax: 530-741-6445**

August 11, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: STEVEN L. DURFOR, SHERIFF

SUBJECT: RESOLUTION SUPPORTING AN SB 863 APPLICATION FOR STATE FINANCING FOR JAIL PROGRAM AND TREATMENT UNIT ADJACENT TO THE JAIL

RECOMMENDATION:

Adopt the attached resolution supporting a state financing application seeking SB 863 funding for construction of a jail program and treatment unit adjacent to the existing jail.

BACKGROUND:

The California Board of State and Community Corrections (BSCC) is accepting applications from qualified jurisdictions seeking funding for jail construction projects with a particular emphasis on programming and treatment space. The BSCC will establish a list of conditional awardees and allocate financing authorized by Senate Bill 863. That bill authorizes up to \$500,000,000 in state lease -revenue bond financing for construction or expansion of county jails or re-entry facilities in California.

DISCUSSION

The Public Safety Realignment Act (AB109) has had an impact on the operation of the jail. We are holding inmates longer and need to provide additional services in the area of programming, medical and mental health treatment. We have out grown the programming and treatment space in our current facility and have an opportunity to expand these spaces.

The BSCC's focus for this funding is to improve jail 'housing' with an emphasis on expanding program and treatment space to manage the adult offender population under its jurisdiction. The Board's belief is that improved county adult criminal justice housing with an emphasis on expanding program and treatment space will enhance public safety throughout the state by providing increased access to appropriate programs and treatment. It's these programs that are often most challenged for space and resources.

The preliminary design concept for Yuba County would be to expand the front of the jail 'out' closer to Fifth Street to create space allotted to jail medical, mental health, and classroom spaces.

The RFP from the BSCC contains language that small Counties may petition to be absolved of providing a match to the funding; so it is within reason that this project could be performed with little cash outlay from the County.

Due to the short turnaround requirement from the BSCC, we have enlisted the support and assistance of the Vanir construction management team. This is the team that was successful in helping Yuba County obtain SB 81 funding for the Tri-County Juvenile Hall.

Jail construction will be financed from the issuance of lease-revenue bonds, administered by BSCC with oversight by the State Public Works Board (SPWB). This financing mechanism requires the SPWB on behalf of the State of California to hold an irrevocable leasehold interest in the newly constructed unit during the term of the bonds (approximately 25 years after the bonds are sold). The SPWB will lease the jail unit to BSCC who will pay all rents and in turn sublease the jail unit to the participating county for their use and operation in the care and custody of inmates without cost.

The required resolution meets the following application requirements:

- A. Names, titles, and positions of county construction administrator, project financial officer, and project contact person.
- B. Approving the forms of the project documents deemed necessary, as identified by the board (SPBW) to the BSCC, to effectuate the financing authorized by the legislation.
- C. Authorization of appropriate county official to sign the applicant's Agreement and submit the proposal for funding.
- D. Assurance that the county will adhere to state requirements and terms of the agreements between the county, the BSCC, and the SPWB in the expenditure of state financing and county match funds.
- E. Assurance that authorizes an adequate amount of available matching funds to satisfy the counties' contribution. The identified matching funds in the resolution shall be compatible with the states' lease revenue bond financing. (see page 4 of this form for description of compatible funds)
- F. Assurance that the county will fully and safely staff and operate the facility that is being constructed (consistent with Title 15, California Code of Regulations, Chapter 1, Subchapter 6 section 1756 (j) 5) within 90 days after project completion.
- G. All projects shall provide the following site assurance for the county facility at the time of proposal or not later than 90 days following the BSCC's notice of Intent to Award: 1) assurance that the county has project site control through either fee simple ownership of the site or comparable long-term possession of the site and right of access to the project sufficient to assure undisturbed use and possession of the site; and, 2) will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of facility subject to construction, or lease the facility for operation to other entities,

without permission and instructions from the BSCC, for so long as the SPWB lease-revenue bonds secured by the financed project remain outstanding.

Preference points are allotted to projects based on their readiness to proceed. There are two measurements of readiness, the first being a Board Resolution attesting to the criteria and a completed CEQA determination. We expect to have both completed before the application deadline date of August 28, 2015.

FISCAL IMPACT

We are seeking a waiver of match as provided in the RFP for small counties and consequently are identifying no match in our application. There are anticipated project costs that are not grant eligible that should not exceed \$150,000 on a project estimated to cost between \$15 and \$20 million. We expect that the Criminal Justice Impact account could fund these costs.

COMMITTEE ACTION

This matter was not taken to committee as the full Board heard an information item concerning this project at the July 21, 2015 meeting and directed staff to pursue the funding opportunity.

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

RESOLUTION RECOMMEND THE BOARD APPROVE THE ACTIONS NECESSARY IN SUPPORT OF THE CREATION OF A NEW PROGRAMMING, MEDICAL, AND MENTAL HEALTH FACILITY ADJACENT TO THE YUBA COUNTY JAIL IN MARYSVILLE AND FURTHER SUPPORTS THE APPLICATION FOR SB863 FUNDING.))))))))))	RESOLUTION NO. 2015- <hr style="width: 100%;"/>
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WHEREAS, pursuant to the Adult Local Criminal Justice Facilities construction Financing Program (SB 863 Financing Program), the State may provide lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities; and

WHEREAS, Yuba County has proposed to build and staff a secure criminal justice facility ("the Project") adjacent to the existing Yuba County Jail on that certain real property having Assessor Parcel Number 010184001 and located at 215 5th Street, property which Yuba County owns through fee-simple ownership; and

WHEREAS, Yuba County currently owns and operates the Yuba County Jail on this site;

NOW, THEREFORE, BE IT RESOLVED, as required by the SB 863 Financing Program Request for Proposal form, the Yuba County Board of Supervisors hereby:

- Affirms its general support of the Yuba County Jail project;
 - Recognizes the need to appoint certain County employees to be holders of certain roles in the project process, and hereby appoints:
 - The Yuba County Board Chair to be the authorized county official to sign the Applicant's Agreement and submits the proposal for funding on behalf of Yuba County.
- It further appoints:
- Doug McCoy, Director of Administrative Services of Yuba County as the Construction Administrator
 -

- Andrea Armstrong, Purchasing and Contracts Administrator of Yuba County as the Project Financial Officer
 - Doug McCoy, Director of Administrative Services of Yuba County as the Project Contact Person
- Approves the forms of the project documents deemed necessary, as identified by the SPWB to the BSCC, to effectuate the financing authorized by the legislation and authorizing the appropriate signatory or signatories to execute those documents at the appropriate times.
- Assures that the County will adhere to state requirements and terms of the agreements between the County, the BSCC, and the SPWB in the expenditure of state funds and county match funds.
- Assures that the County has appropriated the amount of match identified by the county on the funding Proposal Form submitted to the BSCC.
- Assures the payment of the county cash contribution funds for the proposed adult local criminal justice facility project (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.
- Assures the county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.
- Assures the Project proposed in the County's SB 863 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 863 Financing Program.

- Assures that the county will fully and safely staff and operate the facility that is being constructed (consistent with Title 15, California Code of Regulations, Chap. 1, Sub.6, section 1756 (j) 5) within 90 days after project completion.
- Shall provide the following site assurance for the county facility at the time of proposal or not later than 90 days following the BSCC's notice of Intent to Award: 1) assurance that the county has project site control through either fee simple ownership of the site or comparable long-term possession of the site and right of access to the project sufficient to assure undisturbed use and possession of the site; and, 2) will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the BSCC, for so long as the SPWB lease-revenue bonds secured by the financed project remain outstanding.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 11 day of August, 2015 by the following vote:

AYES:

NOES:

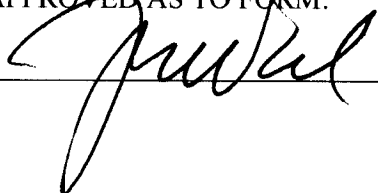
ABSENT:

ABSTAIN:

Mary Jane Griego
Board Chair

ATTEST: Donna Stottlemeyer
CLERK OF THE BOARD OF SUPERVISORS

YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



The County of Yuba



Office of the County Administrator

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

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

DATE: August 11, 2015
TO: Board of Supervisors
FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
SUBJECT: Upcoming changes to lobbying contract with Peterson Consulting and Shaw/Yoder/Antwih

Recommended Action: Authorize chair to sign resolution approving changes to legislative lobbyist contract with Peterson Consulting, Inc., recognizing consolidation of advocacy services under the Shaw/Yoder/Antwih, Inc. masthead.

Background & Discussion: Over the past several years, we have experienced growing impacts from legislation passed at the state level. Like all other counties, we have seen increased mandates, dwindling funding and laws that hobble our ability to self-govern. Fortunately, Yuba County has benefited from the talented people who work with the most respected lobbying team in Sacramento.

Yuba County originally contracted with Don Peterson of Peterson Consulting, Inc., who in 2001 purchased Strategic Local Government Services, LLC jointly with Paul Yoder and Joshua Shaw, creating a very influential team that lobbied on our behalf. When Don Peterson passed away in 2009, Peterson Consulting continued to exist with Karen Lange serving as our chief lobbyist, along with Paul Yoder of Yoder/Shaw/Antwih. Throughout these various transitions we have never seen a disruption in lobbying services.

As our lobbyists continue their busy legislative season in Sacramento this summer, they have also been taking a close look at the structure of their own organization. The plan is to consolidate all three firms – Shaw/Yoder/Antwih, Peterson Consulting and Strategic Local Government Services – under the single masthead of Shaw/Yoder/Antwih, Inc. Yuba County would maintain Paul Yoder and Karen Lange as our day-to-day contacts on legislative matters. The change makes contractual changes necessary to continue these advocacy services.

Committee Action: This matter was presented to the full Board at the July 14, 2015 meeting, for the purpose information and direction. The Board requested a resolution to authorize the necessary changes to the legislative advocacy contract.

Fiscal Impact: None

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

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT 1)
TO THE CONTRACT WITH PETERSON CONSULTING, INC. AND)
SHAW/YODER/ANTWIH, INC.)**

RESOLUTION NO. _____

WHEREAS, The Board of Supervisors executed a legislative advocacy contract with Peterson Consulting, Inc. on August 22, 2000, which automatically renews annually; and

WHEREAS, in 2001, Peterson Consulting, Inc. entered into an agreement with Shaw/Yoder/Antwih, Inc. to jointly purchase Strategic Local Government Services, LLC, which effectively added influential lobbying resources to advocate on behalf of Yuba County; and

WHEREAS, Peterson Consulting, Inc. founder Don Peterson passed away in 2009, but Yuba County saw no disruption in advocacy services because of the ongoing efforts of his company's remaining registered lobbyist and the additional resources with Shaw/Yoder/Antwih, Inc.; and

WHEREAS, Contractor officially changed its business name to Shaw/Yoder/Antwih, Inc. effective April 28, 2015, placing Peterson Consulting, Inc. and Strategic Local Government Services, LLC under a single umbrella organization.

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NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors authorizes execution of Amendment 1, by and between the County and Peterson Consulting, Inc. and Shaw/Yoder/Antwih, Inc., which reflects contractor's business name change to Shaw/Yoder/Antwih, Inc., effective April 28, 2015, and that Amendment 1 is hereby is approved and that the Chair of the Board of Supervisors is hereby authorized to execute it on behalf of the County of Yuba. The contract term and contract maximum of \$40,000 annually remain unchanged.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 11th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairwoman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
John Fleming, Economic Development Coordinator
Russ Brown, Communications & Legislative Affairs Coordinator
Grace M Mull, Management Analyst
Teena L. Carlquist, Executive Assistant to the County Administrator
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Phone: (530) 749-7575
Fax: (530) 749-7312
Email: rbendorf@co.yuba.ca.us
jfleming@co.yuba.ca.us
rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us



Date: August 11, 2015
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: First Five Commission Membership Structure

Recommendation

Board of Supervisors approve revisions to the Yuba County Ordinance Code, Title IV, Chapter 4.45, Section 4.45.050 regarding First 5 Yuba Commission membership.

Background/Discussion

On July 21, 2015 the Executive Director of the Yuba County First 5 Commission reported to the Board of Supervisors that the First 5 Commission members recently discussed their current membership structure and subsequently recommended changes specifically to identify the members of the Commission by their organization and position. The Executive Director noted that if the Board concurred with the changes, a revision would need to be made to the membership section of the First 5 Yuba Commission County Ordinance. The Board concurred with the Commission's recommendations and asked that the revisions to the Ordinance be brought back to the Board for approval.

Committee

Due to time constraints, this item was not taken to Committee.

Fiscal Impact

There is no fiscal impact associated with this request as this item is administrative only.

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ORDINANCE NO. _____

**ORDINANCE REPEALING AND RE-ENACTING YUBA COUNTY
ORDINANCE CODE TITLE IV - BOARDS AND COMMISSIONS, CHAPTER 4.45 -
FIRST FIVE YUBA COMMISSION, SECTION 4.45.050**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Jane Griego, Chairman of the Board of
Supervisors of the County of Yuba,
State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

By: 
Angil P. Morris-Jones, County Counsel

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

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and shall become operative and in full force on September 24, 2015. Before the expiration of Thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 4.45.050 of Chapter 4.45 of Title IV are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

4.45.050. Members; number.

The Commission shall consist of seven members.

- (1) One member of the County Commission shall be a member of the Board of Supervisors.
- (2) One member of the County Commission shall be the Director of Human Services or a Management Designee.
- (3) One member of the County Commission shall be the Director of Public Health or a Medical-Public Health Designee.
- (4) One member of the County Commission shall be the Chief Probation Officer or a Management Designee.
- (5) One member of the County Commission shall be the Yuba County Office of Education Superintendent or a Local School District Designee.
- (6) The remaining two members of the County Commission shall be persons from the following categories:
 - a. Recipients of project services included in the County Strategic Plan;
 - b. Educators specializing in early childhood development;
 - c. Representatives of a local child resource or referral agency, or a local child care coordinating group;
 - d. Representatives of a local organization for prevention or early intervention for families at risk;
 - e. Representatives of community based organization that have the goal of promoting nurturing and early childhood development;
 - f. Representatives of local school districts; and
 - g. Representatives of local medical, pediatric, or obstetric associations or societies.

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 - b. Educators specializing in early childhood development;
 - c. Representatives of a local child resource or referral agency, or a local child care coordinating group;
 - d. Representatives of a local organization for prevention or early intervention for families at risk;
 - e. Representatives of community based organization that have the goal of promoting nurturing and early childhood development;
 - f. Representatives of local school districts; and
 - g. Representatives of local medical, pediatric, or obstetric associations or societies.

The County of Yuba



Office of the County Administrator

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rbrown@co.yuba.ca.us
gmull@co.yuba.ca.us
tcarlquist@co.yuba.ca.us

DATE: August 11, 2015
TO: Board of Supervisors
FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RS*
SUBJECT: Proposed Ordinance to establish Historic Resources Commission

Recommended Action: That the Board of Supervisors adopt the attached ordinance, Chapter 4.70, which would establish the Historic Resources Commission

Background & Discussion: Yuba County has a rich history that stretches back to stage-setting for the statehood of California. Over the past several years, citizens and organizations have stepped up to conduct deep research into the county's past and document significant events that have shaped our communities. Some of the research efforts are informal and could be categorized as hobbies, while others, such as local societies, have demonstrated long term plans to conduct ongoing research into the region's past.

Some of those involved in efforts to preserve local history approached Yuba County recently to express a desire to work with the County to establish some sort of entity that could provide more resources for individuals and organizations conducting local historic research. It was determined a County commission would best serve to meet this need to preserve Yuba County's history.

Committee Action: This matter was heard by the Finance and Administration Committee on July 14, 2015, at which time the Committee recommended approval by the full Board.

Fiscal Impact: None

ORDINANCE NO. _____

**CHAPTER 4.70 TO TITLE IV
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO THE HISTORIC RESOURCES COMMISSION**

The following ordinance was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

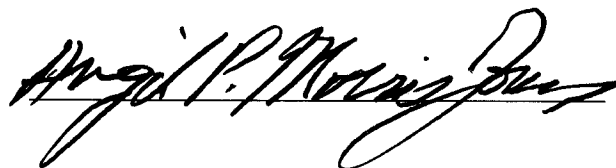
ABSENT:

ABSTAIN:

Chair of the Board of Supervisors
of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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



- CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION
- 4.70.010. - Purpose of Commission.
- 4.70.020. - Created.
- 4.70.030. - Duties.
- 4.70.040. - Members.
- 4.70.050. - Voting.
- 4.70.060. - Termination of membership.
- 4.70.070. - Meetings.
- 4.70.080. - Officers.
- 4.70.100. - Duties of Commission officers.
- 4.70.200. - Standing committees.
- 4.70.210. - Ad-hoc committees.
- 4.70.300. - Compensation.
- 4.70.400. - Rules.
- 4.70.500. - Severability.

CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION

4.70.010. - Purpose of Commission.

It shall be the purpose of the Historic Resources Commission to advise the Board of Supervisors on historic matters within the County of Yuba. The Historic Resources Commission shall endeavor to discover and identify persons, events, and places of historical importance within the County; to make recommendations relating to the preservation of historic sites and structures; to coordinate with historic groups and museums within the County to encourage their development; and to cooperate with and obtain assistance from related agencies..

4.70.020. - Created.

There hereby is created a Historic Resources Commission to implement the purpose stated herein, and to achieve the objectives expressed, in Section 4.70.010.

4.70.030. - Duties.

The duties of the Historic Resources Commission shall include the following:

- (1) Coordinate efforts with affected County Departments, Cities of Marysville and Wheatland, historical groups, and individuals to identify and preserve the County's rich history.
- (2) When appropriate, assist in identifying, documenting, and/or proposing local historical memorials, plaques and historic places of interest.

- (3) Coordinate with the Yuba County Library Advisory Commission in regards to preservation and compilation of historical documents and records in the Yuba County Library's California Room.
- (4) Educate, inform, and create public interest and participation in our historical resources..
- (5) Identify a permanent repository(ies) for the preservation of historical documents, artifacts, and records for Yuba County, and make them available as historical resources for public use.
- (6) Work with other historical groups and volunteers to develop a plan for the maintenance of local historical memorials, plaques, and artifacts.
- (7) Undertake any special or additional projects desired by the Board of Supervisors.

4.70.040. - Members.

(a) The Historic Resources Commission shall consist of ten members; appointed for a term of four years, and designated as follows:

- (1) One member shall be appointed by the City Council of the City of Marysville.
- (2) One member shall be appointed by the City Council of the City of Wheatland.
- (3) Eight members shall be appointed by the Board of Supervisors of Yuba County representing each of the following located in the County of Yuba:
 - a. One member shall be from Supervisorial District #1,
 - b. One member shall be from Supervisorial District #2,
 - c. One member shall be from Supervisorial District #3,
 - d. One member shall be from Supervisorial District #4,
 - e. One member shall be from Supervisorial District #5, and
 - f. Three members appointed at large.

4.70.050. - Voting.

Each Commissioner shall be entitled to one vote. Approval of any matter requires an affirmative vote from a majority of the Historic Resources Commission.

4.70.060. - Termination of membership.

If a member misses more than three consecutive meetings of the Historic Resources Commission, without prior authorization from the Chairperson, such member shall be considered to have resigned from the Commission. The Board of Supervisors may suspend the Historic Resources Commission if there is a lack of a quorum for three consecutive meetings or if the Board of Supervisors determines that there are not a sufficient number of projects available for the Historic Resources Commission to review. If the Board does terminate the Historic Resources Commission, the Board may then reestablish the Commission at any time.

4.70.070. - Meetings.

The Historic Resources Commission shall hold at least one regular meeting each month unless there is no business to conduct and, except for the first meeting, the time, place and manner of holding meetings shall be prescribed by the Historic Resources Commission. Special meetings may be called at any time by the Chairperson, provided that notification to the public is made in accordance with the Brown Act laws.

4.70.080. - Officers.

The Historic Resources Commission shall select one of its members as Chairperson. The Historic Resources Commission shall select one of its members as Vice-Chairperson. The Historic Resources Commission shall select one of its members as Secretary to the Commission. Other officers may be voted upon as necessary to carry out the work of the Commission.

4.70.100. - Duties of Commission officers.

Officers of the Commission shall have the following duties:

- (1) *Chairperson*. The Chairperson shall preside at the meetings of the Historic Resources Commission and shall act as the Historic Resources Commission liaison to the Board of Supervisors.
- (2) *Vice-Chairperson*. In the absence or incapacity of the Chairperson, the Vice-Chairperson shall assume all duties of the Chairperson.
- (3) *Secretary*. The Secretary shall keep or cause to be kept a book of minutes of all activities at meetings of the Historic Resources Commission, including resolutions made, actions taken and the number of votes cast for, against and in abstention of each related action. The Secretary shall also prepare agendas and give notice of regular and special meetings of the Historic Resources Commission in accordance with the Brown Act.

4.70.200. – Standing Committees

The Commission may create such standing committees as the business of the Commission may require. Each Standing Committee shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine. All Standing Committee meetings will be in accordance with the Brown Act.

4.70.210. - Ad-hoc committees.

The Commission may create such ad-hoc committees as the business of the Commission may require. Each shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine.

4.70.300. - Compensation.

Members of the Historic Resources Commission shall serve without compensation. Historic Resources Commission members may be reimbursed for expenses incurred in carrying out the duties of the Historic Resources Commission as authorized by the Board of Supervisors.

4.70.400. - Rules.

Subject to approval by the Board of Supervisors and in accordance with the Brown Act, the Historic Resources Commission may adopt such other rules as it may deem necessary for the transaction of businesses.

4.70.500. - Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

State law reference— Similar provisions, Government Code § 23.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



(347-0815) Ordin... - 1 of 10

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Martin Griffin; Chief Building Official
Jeremy Strang; Supervising Building Official

DATE: August 11, 2015

SUBJECT: Ordinance Creating Chapter 10.10 Expedited and Streamline Permit Process for Small Residential Rooftop Solar Energy Systems.

RECOMMENDATION: Approve Ordinance creating Ordinance Chapter 10.10, Expedite and Streamline Permit Process for Residential Rooftop Solar Energy Systems, and adding it to the Yuba County Ordinance Code and make a determination that the Ordinance is exempt from CEQA. The ordinance has been reviewed and approved by County Counsel.

BACKGROUND: September 21, 2014 Assembly Bill No 2188 was approved by the Governor and filed with Secretary of State, for compliance with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014; amending Civil Code Section 714; and Government Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The Ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

DISCUSSION: The proposed ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

ENVIRONMENTAL DETERMINATION: Pursuant to the State Guidelines to implement the California Environmental Quality Act (CEQA), the ordinance has been reviewed for its potential to impact the environment. It is recommended that the Board of Supervisors determine that the proposal consists of a minor technical update to the

County Code. Further the construction of small residential rooftop solar systems is deemed an accessory use/structure in the Yuba County Code and as such is EXEMPT from further environmental review pursuant to CEQA Section 15301(i); accessory structures.

**COMMITTEE
ACTION:**

This Ordinance was not sent to the Land Use & Public Works Committee due to being mandated by State Assembly Bill 2188.

FISCAL IMPACT:

The proposed ordinance will not have any impact on the General Fund. User Fees fund all Building Department Activities.

ORDINANCE NO. _____

**AN ORDINANCE ENACTING CHAPTER 10.10 OF THE YUBA COUNTY
ORDINANCE CODE RELATING TO EXPEDITED AND STREAMLINED PERMIT
PROCESS FOR SMALL RESIDENTIAL SOLAR ROOFTOP SYSTEMS.**

The following ordinance consisting of four (4) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By:  _____

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

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. RECITALS

WHEREAS, the Board of Supervisors of the County of Yuba seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the Board of Supervisors wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the Board of Supervisors seeks to meet the climate action goals set by the County and the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the Board of Supervisors recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of Yuba County to provide an expedited permitting process to assure the effective deployment of solar technology.

Section 3. Chapter 10.10 of Title X of the Yuba County Ordinance Code is hereby created:

CHAPTER 10.10
EXPEDITED AND STREAMLINE PERMITTING FOR SMALL RESIDENTIAL
ROOFTOP SOLAR ENERGY SYSTEMS

10.10.100 TITLE.
10.10.110 PURPOSE.
10.10.120 SCOPE.
10.10.200 DEFINITIONS
10.10.300 GENERAL ELIGIBILITY REQUIREMENTS
10.10.310 SYSTEM ELIGIBILITY REQUIREMENTS.
10.10.320 DUTIES OF THE BUILDING OFFICIAL AND BUILDING DEPARTMENT
10.10.330 PERMIT REVIEW AND INSPECTION REQUIREMENTS
10.10.400 SEVERABILITY.

ARTICLE 1
SCOPE AND APPLICATION

10.10.100 TITLE. These regulations, as part of Title X of the Yuba County Ordinance Code, shall be known as the Expedited and Streamlined Permit Process for Small Residential Rooftop Solar Systems of the County of Yuba, hereinafter referred to as “this code.”

10.10.110 PURPOSE. The purpose of the Ordinance is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014; Amending Civil Code Section 714; and Government Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The Ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the County and expanding the ability of property owners to install solar energy systems. The Ordinance allows the County to achieve these goals while protecting the public health and safety.

10.10.120 SCOPE. This Ordinance applies to the permitting of all small residential rooftop solar energy systems within the unincorporated area of Yuba County.

Exception: Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this Ordinance are not subject to the requirements of this Ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

ARTICLE 2 DEFINITIONS

10.10.200 DEFINITIONS - for the purposes of this Chapter, the following definitions shall govern:

- A. **Solar Energy System** – means either of the following:
 - 1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
 - 2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- B. **Small Residential Rooftop Solar Energy System** – means a solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
- C. **Electronic Submittal** – means the utilization of one or more of the following:
 - 1. Email;
 - 2. The Internet;
 - 3. Facsimile.

ARTICLE 3 SOLAR ENERGY SYSTEM REQUIREMENTS FOR ELIGIBILITY FOR EXPEDITED, STREAMLINE PERMIT PROCESS, REVIEWS AND INSPECTIONS

10.10.300 GENERAL ELIGIBILITY REQUIREMENTS. In order to be eligible for Yuba County's expedited solar energy system permitting process, applicants shall:

- A. Be current California State Licensed contractor specializing in photovoltaic or solar water heating systems;
- B. Complete all required documents for submittal, including:
 - 1. A permit application;
 - 2. All required Checklists;The County will make available all required documents both electronically and in hardcopy;
- C. Mark "Yes" on all of the items listed on the Eligibility Checklist. NOTE: Items that are marked "No" will not be eligible and the application will go through the standard process. However, the applicant may revise the system design to meet eligibility requirements;
- D. Install the solar system as a flush-mount on a qualifying roof of a one- or two- family dwelling;

1. The roof shall be in a location with ZERO snow load; elevation shall be less than 1,400 feet;
2. The roof, if composition shingles, shall not have more than one layer of roofing is present (there shall be no additional layers of roofing);
- E. The solar system shall not exceed the maximum allowable legal building height prescribed by the Yuba County Ordinance Code;
- F. The use of the system shall be for on-site consumption only.

10.10.310 SYSTEM ELIGIBILITY REQUIREMENTS. Solar Systems shall, at a minimum, meet the following requirements:

A. Electrical Systems

1. A solar energy system that is no larger than a maximum output of 10 kilowatts alternating current nameplate rating or less
2. Where source circuit fusing is included in the inverter a maximum of four (4) PV module strings may connect to each Maximum Power Point Tracking (MPPT) input
3. Fuses shall be rated to the series fuse rating of the PV module
4. Where source circuit fusing is not included in the inverter a maximum of two (2) PV module strings may connect to each MPPT input
5. No more than one (1) noninverter-integrated DC combiner shall be used per inverter
6. No more than two (2) inverters shall be utilized for central inverter systems.
7. The PV System shall only be interconnected to the load side of a single-phase AC service panel of nominal 120/240Vac with a bus bar rating of 225Amp or less.
8. The system shall be utility interactive and shall not use batteries

B. Water Heating Systems

1. A solar energy system that is no larger than 30kWth (462 square feet of collector) or less;
2. The solar collectors shall be certified by an accredited list agency
3. The heat transfer fluid shall be water or may be a non-toxic substitute at the discretion of the Building Official.

C. Structural

1. A completed Structural Criteria Worksheet and supporting documentation shall be submitted with the application

D. Fire-Safe

1. A solar energy system that provides diagrams that identify:
 - a. Roof layout of all panels, modules and disconnecting means
 - b. Clear access pathways and roof access points
 - c. Fire classification of components and roofing material
 - d. All required markings and labels

10.10.320 DUTIES OF THE BUILDING OFFICIAL AND BUILDING DEPARTMENT

- A. The Building Official shall provide standardized plans and checklists for applicants, of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- B. The permit application and supporting documents required for the submission of an expedited solar energy system application shall be made available at the counter as well as on the Yuba County Website.
- C. Electronic submittal of the required documents shall be accepted by the Building Official and the applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
- D. The Building Official shall use the standardized plans and checklists, contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research along with any local modifications the Building Official deems necessary to carry out the intent of AB2188.
- E. Fees for solar systems, including small residential rooftop solar energy systems for expedited review, shall be set by ordinance and shall be listed in Title XIII of the Yuba County Ordinance Code.

10.10.330 PERMIT REVIEW AND INSPECTION REQUIREMENTS

- A. Applications for small residential rooftop solar energy systems for expedited review shall take priority over other building permit application submissions.
- B. The review and approval of required documents, where deemed complete, shall be completed within 3 working days of receipt and the permit issued.
- C. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements as outlined in the standard plans and checklists.
- D. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
- E. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. Inspections will generally be performed the following business day after the request has been received, except that Inspections may be performed the same business day when requested through the County's automated IVR system no later than 7:00am. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.
- F. Inspection for small residential rooftop solar energy systems eligible for expedited review shall be consolidated into one (1) inspection which shall be performed by the Building Department. The one inspection shall be performed as a final inspection.

Exception: A separate fire inspection may be performed if an agreement with the local fire authority does not exist to perform safety inspections on behalf of the fire authority.

- G. If the inspection fails, subsequent inspections need not conform to the requirements of this Ordinance.

ARTICLE 4 SEVERABILITY

10.10.400 Severability. If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, unlawful, or unconstitutional such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

Section 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

348-0815
Sonke Mastrup, Executive Director

(348-0815) Notic... - 1 of 2

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

www.fgc.ca.gov

RECEIVED

JUL 27 5

Clerk/Board of Supervisors

July 21, 2015

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list Humboldt marten as endangered under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on July 24, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Tiemann".

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

BOS CORRESPONDENCE

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

(348-0815) Notic... - 2 of 2

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Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission (Commission), on June 8, 2015, received a petition from the Environmental Protection Information Center and the Center for Biological Diversity to list Humboldt marten (*Martes caurina humboldtensis*) as endangered under the California Endangered Species Act.

Humboldt martens are generally found in closed-canopy, old growth forests with complex structure on or near the ground.

Pursuant to Section 2073 of the Fish and Game Code, on June 18, 2015, the Commission transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its October 8, 2015 meeting in Los Angeles.

Interested parties may contact Dr. Eric Loft, Wildlife Branch, Department of Fish and Wildlife, 1812 Ninth Street, Sacramento, CA 95811, or telephone 916-445-0411 for information on the petition or to submit information to the Department relating to the petitioned species.

July 14, 2015

Fish and Game Commission

Sonke Mastrup
Executive Director



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916 445 5073 • BSCC.CA.GOV

349-0815
(349-0815) Recei... - 1 of 12



EDMUND G. BROWN, JR.
Governor

RECEIVED

JUL 27 2015

July 21, 2015

Jim Arnold
Chief Probation Officer
Yuba County Probation Dept.
Courthouse, 215 Fifth Street
Marysville, CA 95901-5789

Mary Griego
Chairperson
Clerk/Board of Supervisors
Yuba County Board of Supervisors
915 8th Street, Ste. 109
Marysville, CA 95901

Dear Chief Arnold and Chairperson Griego:

The Budget Act of 2015 (FY 15-16) allocates \$4 million to the Board of State and Community Corrections (BSCC) for the Community Recidivism Reduction Grants described in Penal Code section 1233.10 (Attachment I). This money is an addition to the \$8 million provided in the Budget Act of 2014 (FY 14-15). Any county interested in receiving a portion of this additional \$4 million must notify the BSCC by September 30, 2015 by means of a letter of interest. This opportunity is available to any county, including counties who chose not to participate in the FY 14-15 grant program.

Counties that notified the BSCC of their interest in participating in the grant program in FY 14-15 were required to submit Board of Supervisor meeting minutes authorizing the county to receive the grant funds. For funding in FY 15-16, counties whose prior Board approval for accepting funding was not limited to the FY 14-15 funds and otherwise does not restrict receipt of additional funds are not required to submit new meeting minutes of approval. If the prior Board approval was limited in this manner, new meeting minutes that show a vote of approval for receipt of additional funds in FY 15-16 is required.

The county must award its grant dollars through a competitive process to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities. To afford maximum flexibility, if your county has already completed this competitive process with the FY 14-15 funding, counties may allocate FY 15-16 funding to those service providers who competed for the FY 14-15 funding, or counties may choose to initiate a new competitive process. Please note that an allocation to any service provider is capped pursuant to paragraph (e) of Penal Code section 1233.10. Each county may use up to five percent of its allocation for administrative costs.

Counties that received FY 14-15 funds and counties that choose to participate in the FY 15-16 allocations are also required to collect and submit data to the BSCC on grants awarded. Service providers that receive a grant are responsible for reporting to the county Board of Supervisors or

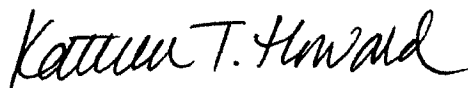
BOS CORRESPONDENCE

the Community Corrections Partnerships on the number of individuals served and the types of services provided. The Board of Supervisors or the Community Corrections Partnerships must then report this information to the BSCC on or before January 31, 2016 and each year thereafter until the final reporting date of January 31, 2021, as applicable (please note that this due date is a change from the January 1, 2016 due date you were advised of in a prior email to provide you with additional time to compile the data). Specifically, on January 31, 2016, participating counties must provide the BSCC with data collected from December 5, 2014 – December 31, 2015 and annually thereafter for the prior calendar year. This data must be reported for each of the years that a service provider operates with these funds. If all funds are not encumbered by a reporting date, counties will report on any funds that have been encumbered and provide detail on the funds that have not been encumbered. The BSCC is developing a data reporting spreadsheet to streamline the data collection process and will be sending it, electronically, to the county's primary contact when it is finalized.

The FY 14-15 funding as well as the FY 15-16 can be spent over four years after allocation of funding to counties. Any funds not used by a county or a service provider within four years will revert back to the state General Fund.

If you have any questions, please refer to the Frequently Asked Questions attachment or feel free to contact me directly. You can also contact the BSCC's primary staffer working with this grant, Megan Barber-Brancamp, at megan.barber-brancamp@BSCC.ca.gov and (916) 445-9435. Additionally, if you have not already done so, please provide Megan Barber-Brancamp with the contact information for your county's primary staff person working on the Community Recidivism Reduction Grant program.

Sincerely,



KATHLEEN T. HOWARD
Executive Director
Board of State and Community Corrections

cc: Mr. Matt Cate, Executive Director, California State Association of Counties
Ms. DeAnn Baker, Director of Legislative Affairs, California State Association of Counties
Ms. Karen Pank, Executive Director, Chief Probation Officers of California
Mr. Nick Warner, Policy Director, California State Sheriffs' Association

Attachments



LINDA M. PENNER
Chair

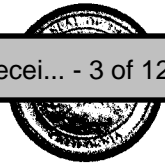
KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTION

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(349-0815) Recei... - 3 of 12



EDMUND G. BROWN, JR.
Governor

Attachment I

2015-16 Funding

California Penal Code Section 1233.10(a)

SEC. 28. Section 1233.10 of the Penal Code is amended to read: 1233.10. (a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services.

(1) Commencing with the 2014–15 fiscal year, the funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014 according to the following schedule:

Alameda \$ 250,000
Alpine \$ 10,000
Amador \$ 10,000
Butte \$ 50,000
Calaveras \$ 10,000
Colusa \$ 10,000
Contra Costa \$ 250,000
Del Norte \$ 10,000
El Dorado \$ 50,000
Fresno \$ 250,000
Glenn \$ 10,000
Humboldt \$ 50,000
Imperial \$ 50,000
Inyo \$ 10,000
Kern \$ 250,000
Kings \$ 50,000
Lake \$ 25,000
Lassen \$ 10,000
Los Angeles \$ 1,600,000
Madera \$ 50,000

Marin \$ 50,000
Mariposa \$ 10,000
Mendocino \$ 25,000
Merced \$ 50,000
Modoc \$ 10,000
Mono \$ 10,000
Monterey \$ 100,000
Napa \$ 50,000
Nevada \$ 25,000
Orange \$ 500,000
Placer \$ 50,000
Plumas \$ 10,000
Riverside \$ 500,000
Sacramento \$ 250,000
San Benito \$ 25,000
San Bernardino \$ 500,000
San Diego \$ 500,000
San Francisco \$ 250,000
San Joaquin \$ 250,000
San Luis Obispo \$ 50,000
San Mateo \$ 250,000
Santa Barbara \$ 100,000
Santa Clara \$ 500,000
Santa Cruz \$ 50,000
Shasta \$ 50,000
Sierra \$ 10,000
Siskiyou \$ 10,000
Solano \$ 100,000
Sonoma \$ 100,000
Stanislaus \$ 100,000
Sutter \$ 25,000
Tehama \$ 25,000
Trinity \$ 10,000
Tulare \$ 100,000
Tuolumne \$ 25,000
Ventura \$ 250,000
Yolo \$ 50,000
Yuba \$ 25,000

(2) Commencing with the 2015–16 fiscal year, the funding shall be allocated to counties by the State Controller’s Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2015 according to the following schedule:

Alameda \$ 125,000
Alpine \$ 5,000
Amador \$ 5,000
Butte \$ 25,000
Calaveras \$ 5,000
Colusa \$ 5,000
Contra Costa \$ 125,000
Del Norte \$ 5,000
El Dorado \$ 25,000
Fresno \$ 125,000
Glenn \$ 5,000
Humboldt \$ 25,000
Imperial \$ 25,000
Inyo \$ 5,000
Kern \$ 125,000
Kings \$ 25,000
Lake \$ 12,500
Lassen \$ 5,000
Los Angeles \$ 800,000
Madera \$ 25,000
Marin \$ 25,000
Mariposa \$ 5,000
Mendocino \$ 12,500
Merced \$ 25,000
Modoc \$ 5,000
Mono \$ 5,000
Monterey \$ 50,000
Napa \$ 25,000
Nevada \$ 12,500
Orange \$ 250,000
Placer \$ 25,000
Plumas \$ 5,000
Riverside \$ 250,000
Sacramento \$ 125,000
San Benito \$ 12,500
San Bernardino \$ 250,000
San Diego \$ 250,000

San Francisco \$ 125,000
San Joaquin \$ 125,000
San Luis Obispo \$ 25,000
San Mateo \$ 125,000
Santa Barbara \$ 50,000
Santa Clara \$ 250,000
Santa Cruz \$ 25,000
Shasta \$ 25,000
Sierra \$ 5,000
Siskiyou \$ 5,000
Solano \$ 50,000
Sonoma \$ 50,000
Stanislaus \$ 50,000
Sutter \$ 12,500
Tehama \$ 12,500
Trinity \$ 5,000
Tulare \$ 50,000
Tuolumne \$ 12,500
Ventura \$ 125,000
Yolo \$ 25,000
Yuba \$ 12,500

(b) For purposes of this section, “community recidivism and crime reduction service provider” means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph (2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

(A) Self-help groups.

(B) Individual or group assistance with basic life skills.

(C) Mentoring programs.

(D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.

- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.
 - (vi) Health, wellness, fitness, and nutrition programs and services.
 - (vii) Personal finance and consumer skills programs and services.
 - (viii) Other personal growth and development programs to reduce recidivism.
 - (ix) Housing assistance.
- (d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.
- (e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:
 - (A) One hundred thousand dollars (\$100,000) in a county with a population of over 4,000,000 people.
 - (B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.
 - (C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.
 - (D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.
- (2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).
- (f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.
- (g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with

paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period.



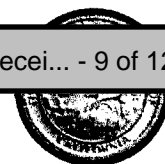
STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

(349-0815) Recei... - 9 of 12

LINDA M. PENNER
Chair

2590 VENTURE OAKS WAY, SUITE 200 SACRAMENTO CA 95833 916.445.5073 BSCC.CA.GOV

KATHLEEN T. HOWARD
Executive DirectorEDMUND G. BROWN, JR.
Governor**Attachment II**
2015-16 County Allocations

County	Funding Allocation	Population*	Maximum Provider Allocation
Alameda	\$125,000.00	1,594,569	\$50,000.00
Alpine	\$5,000.00	1,121	\$10,000.00
Amador	\$5,000.00	36,312	\$10,000.00
Butte	\$25,000.00	224,323	\$10,000.00
Calaveras	\$5,000.00	45,668	\$10,000.00
Colusa	\$5,000.00	21,715	\$10,000.00
Contra Costa	\$125,000.00	1,102,871	\$50,000.00
Del Norte	\$5,000.00	28,031	\$10,000.00
El Dorado	\$25,000.00	184,917	\$10,000.00
Fresno	\$125,000.00	972,297	\$50,000.00
Glenn	\$5,000.00	28,728	\$10,000.00
Humboldt	\$25,000.00	134,398	\$10,000.00
Imperial	\$25,000.00	183,429	\$10,000.00
Inyo	\$5,000.00	18,574	\$10,000.00
Kern	\$125,000.00	874,264	\$50,000.00
Kings	\$25,000.00	149,721	\$10,000.00
Lake	\$12,500.00	64,918	\$10,000.00
Lassen	\$5,000.00	32,092	\$10,000.00
Los Angeles	\$800,000.00	10,136,559	\$100,000.00
Madera	\$25,000.00	155,878	\$10,000.00
Marin	\$25,000.00	258,972	\$10,000.00
Mariposa	\$5,000.00	17,791	\$10,000.00
Mendocino	\$12,500.00	88,863	\$10,000.00
Merced	\$25,000.00	266,134	\$10,000.00
Modoc	\$5,000.00	9,399	\$10,000.00
Mono	\$5,000.00	14,695	\$10,000.00
Monterey	\$50,000.00	425,413	\$25,000.00
Napa	\$25,000.00	140,362	\$10,000.00
Nevada	\$12,500.00	98,193	\$10,000.00
Orange	\$250,000.00	3,147,655	\$50,000.00
Placer	\$25,000.00	369,454	\$10,000.00
Plumas	\$5,000.00	19,560	\$10,000.00
Riverside	\$250,000.00	2,308,441	\$50,000.00
Sacramento	\$125,000.00	1,470,912	\$50,000.00
San Benito	\$12,500.00	58,344	\$10,000.00
San Bernardino	\$250,000.00	2,104,291	\$50,000.00

County	Funding Allocation	Population*	Max. Provider Allocation
San Diego	\$250,000.00	3,227,496	\$50,000.00
San Francisco	\$125,000.00	845,602	\$50,000.00
San Joaquin	\$125,000.00	719,511	\$50,000.00
San Luis Obispo	\$25,000.00	274,293	\$10,000.00
San Mateo	\$125,000.00	753,123	\$50,000.00
Santa Barbara	\$50,000.00	437,643	\$25,000.00
Santa Clara	\$250,000.00	1,889,638	\$50,000.00
Santa Cruz	\$25,000.00	271,646	\$10,000.00
Shasta	\$25,000.00	178,673	\$10,000.00
Sierra	\$5,000.00	3,105	\$10,000.00
Siskiyou	\$5,000.00	45,119	\$10,000.00
Solano	\$50,000.00	429,552	\$25,000.00
Sonoma	\$50,000.00	496,253	\$25,000.00
Stanislaus	\$50,000.00	532,297	\$25,000.00
Sutter	\$12,500.00	95,948	\$10,000.00
Tehama	\$12,500.00	64,323	\$10,000.00
Trinity	\$5,000.00	13,571	\$10,000.00
Tulare	\$50,000.00	462,189	\$25,000.00
Tuolumne	\$12,500.00	54,337	\$10,000.00
Ventura	\$125,000.00	848,073	\$50,000.00
Yolo	\$25,000.00	209,393	\$10,000.00
Yuba	\$12,500.00	74,076	\$10,000.00

*As estimated by the Department of Finance



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

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(349-0815) Recei... - 11 of 12



EDMUND G. BROWN, JR.
Governor

FREQUENTLY ASKED QUESTIONS

2015-16 COMMUNITY RECIDIVISM REDUCTION GRANT

1. What is the statutory authority for the additional \$4M in funds?

The funding is provided in the Budget Act of 2015, Chapter 11, Statutes of 2015. Penal Code section 1233.10 provides the allocation schedule to counties.

2. Does my Board of Supervisors need to approve the additional FY 15-16 funding by vote?

If your county accepted funding in FY 14-15 and your Board approval did not limit funding to the FY 14-15 funds then your county is not required to re-submit a Board approval. However, if your Board's approval to accept these fund was restricted to the FY 14-15 funds then your county must submit new meeting minutes showing a vote of approval for the FY 15-16 funding. Counties should indicate within their Letter of Interest whether their Board needs to take a vote to approve FY 15-16 funding.

3. What are the expectations regarding the Letter of Interest?

Your county's Letter of Interest, which should be signed by the Board of Supervisors Clerk of the Board or the Chief Administrative Officer, must specify that it would like to accept the additional FY 15-16 funds and that your Board of Supervisors has taken action to accept this additional funding (please refer to question 2 for details). The letter must also indicate that the Community Corrections Partnership is in agreement.

4. If a Board of Supervisors' vote is required for my county to obtain FY 15-16 funding, do the meeting minutes need to be sent at the same time as the Letter of Interest?

No, the Board of Supervisors' meeting minutes can be sent to the BSCC as a follow-up document after September 30, 2015. However, counties should indicate whether a new vote was necessary in its Letter of Interest.

5. Does my county need to initiate a new competitive process for FY 15-16 funding if we completed one in FY 14-15?

If your county completed a competitive process with the FY 14-15 funds, you have two options on how to proceed with FY 15-16 funding: 1) your county can allocate the FY 15-16

funds to service providers that competed for the FY 14-15 funding (please note that an allocation to any service provider is capped pursuant to paragraph (e) of Penal Code section 1233.10); or 2) your county can choose to initiate a new competitive process for FY 15-16 funding.

6. By what date does all the funding need to be encumbered with a service provider?

With the recent amendments to Section 1233.10 (i) of the Penal Code, counties no longer have the restriction of an encumbrance date. You now have four years after receiving these grant funds from the State Controller's Office to award and spend the funds. Any funds not used within this four year period will revert back to the state General Fund. For example, in FY 14-15 counties received funding for the Community Recidivism Reduction Grant on December 5, 2014 which means that they now have until December 5, 2018 to award the grant dollars to service providers and to spend the money.

7. Can counties spend all the allocated funds in less than four years?

Yes, counties have up to four years to award and spend the funds. However, funds can be spent in fewer than four years.

8. What type of data will counties need to collect and when are the findings due to the BSCC?

The BSCC will be collecting data on the number of individuals served and the types of services provided by a service provider on or before January 31, 2016 and annually thereafter until January 31, 2021, as applicable. For each reporting cycle, your county must report on the previous year's activities for each service provider operating with these funds. For example, on January 31, 2016 your county will report on activities from December 5, 2014 – December 31, 2015. If your county has not encumbered all its funds with service providers by a reporting date, you may report on any funds that have been encumbered and provide detailed information on the funds that have not been encumbered.

9. Can counties use any of the grant money for administrative costs?

Yes, your county can use up to five percent of its total allocation for administrative costs.

July 24, 2015

Brophy Farming Community
4002 Hammonton Smartville Road
Marysville, CA 95901

Yuba County Board of Supervisors
cc Yuba County Sheriffs Department
cc Appeal Democrat Newspaper
cc Cross Roads Community Church

RECEIVED

JUL 29 2015

Clerk/Board of Supervisors

RECEIVED BY EACH
BOARD MEMBER

The Brophy Farming Community is formally requesting an initial study be launched to determine if CEQA laws are being ignored. The initial study should provide current documentation of the factual basis for the findings. An increase in population and altered intended land use are included in CEQA definitions that justify an initial study. In addition, law enforcement reports and documentation submitted to the county by Crossroads Church are substantial proof an initial study is warranted. The initial study should include the following impacts.

- *Initial study should address business practices including Intake/Outtake Procedures*
Recently, a man approached one of our residents and explained that he had been "jumped by four guys at the site and was kicked out into the neighborhood." He later denied being jumped, claiming fear for his well-being. The sheriff's report indicated that the man had a warrant for his arrest and that he was taken into custody. It was later explained that the man had not "committed to the home" and he was not considered a resident. The Crossroads Church assured us there would be no visitors to the site, and if someone was evicted, they would not be tossed into our neighborhood. Future mitigation should include text alerts that warn neighbors if there is a security breach. Potential foot traffic also needs to be addressed.
- *Initial study should determine how many individuals may legally and safely occupy the facility with the current fire and safety systems installed at the site.* Direct appropriate county departments to visit the Joshua House and determine if the number of persons occupying the facility does not violate California Uniform Housing Codes. Crossroads Community Church social media has indicated that 20 men are currently being housed at the site. Neighbors can easily view more than 20 individuals coming and going from the site on a regular basis. This number did not include staff. **County records indicate this facility has inadequate fire or alarm systems for the number of men being housed at the site.**
- *Initial study will give a current factual review that the structure is not a fire danger to neighboring homes.*
- *The initial study should include participating business communication policies from all governmental and nonofficial agencies placing individuals at the site.* Because the Joshua House takes a spectrum of court ordered persons, we ask that a comprehensive review be done by the appropriate departments to insure California state laws are not being violated. For example, an official sex offender notification publication has indicated that multiple sex offenders were living at the site violating penal code 3003.5. Business practices that violate public safety laws are potential impacts that should be studied.
- *Initial study should address the lack of any monitoring system.* The monitoring system should address who is being collectively housed in our neighborhood as well as how many are at the site at all times. Again, business practices that impact public safety are included in CEQA definitions.
- *The initial study should determine if permits or accommodations are needed for the facility using current factual documentation.* The number of men housed at this facility far exceeds what other California municipalities have allowed without some type of permits or accommodations. The City of

BOS CORRESPONDENCE

cc County Administrator, Planning

Costa Mesa in southern California has mitigated similar projects to the satisfaction of both parties through permitting and reasonable accommodations.

The Brophy Farming Community will remain proactive and is committed to keeping our families safe. We believe Yuba County and The Crossroads Church have a duty to respond to breaches of duty and law with corrective action. We respectfully request a comprehensive Initial Study that will provide **current factual documentation**. Findings should include why this facility does or does not meet the standards for a full CEQA review. We look forward to a prompt written response.

Sincerely,

The Brophy Farming Community
4002 Hammonton Smartville Road
Marysville, Ca 95901



United States Department of the Interior (351-0815) Lette... - 1 of 4

BUREAU OF RECLAMATION
Mid-Pacific Region
Bay-Delta Office
801 I Street, Suite 140
Sacramento, CA 95814-2536

IN REPLY REFER TO:

TRANSMITTAL

FROM: U.S. Department of the Interior,
Bureau of Reclamation, Bay-Delta Office
801 I Street, Suite 140, Sacramento, CA 95814

DATE: July 30, 2015

RECEIVED

JUL 31 2015

Clerk/Board of Supervisors

Please find enclosed a DVD with an electronic copy of the Draft Environmental Impact Statement for the Coordinated Long-Term Operation of the Central Valley Project and State Water Project.

If you have any questions, please contact Tom Eckert at (916) 414-2400.

BOS CORRESPONDENCE

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**Mid-Pacific Region
Sacramento, Calif.**

MP-15-125

Media Contact: Erin Curtis, 916-978-5100

Released On: July 31, 2015

Reclamation Seeks Public Input on the Coordinated Long-term Operation of the Central Valley Project and State Water Project

Public Meetings Scheduled in September

SACRAMENTO, Calif. – The Bureau of Reclamation today released environmental documents that analyze the impacts of implementing requirements to protect listed species for the operation of the two major water projects in California.

The Draft Environmental Impact Statement analyzes the impacts of implementing the 2008 U.S. Fish and Wildlife Service and 2009 National Marine Fisheries Service Biological Opinions associated with the coordinated long-term operation of the Central Valley Project and State Water Project.

Four public meetings will be held to gather public input on the environmental analysis. The meetings will be held at the following locations:

- **Sacramento:** Wednesday, September 9, 2015, from 2 to 4 p.m., John E. Moss Federal Building, Stanford Room, 650 Capitol Mall, Sacramento, CA 95814.
- **Red Bluff:** Thursday, September 10, 2015, from 6 to 8 p.m., Red Bluff Community Center, 1500 S. Jackson Street, Red Bluff, CA 96080.
- **Los Banos:** Tuesday, September 15, 2015, from 6 to 8 p.m., Los Banos Community Center, Grand Room, 645 7th Street, Los Banos, CA 93635.
- **Irvine:** Thursday, September 17, 2015, from 6 to 8 p.m., Hilton Hotel Irvine/Orange County Airport, 18800 MacArthur Boulevard, Irvine, CA 92612.

In August 2008, Reclamation submitted a biological assessment to the Service and NMFS for consultation on the impacts of the coordinated long-term operation of the CVP and SWP on listed fish species. The Service and NMFS concluded in their BOs, respectively, that the

RECLAMATION

Managing Water in the West

coordinated long-term operation of the CVP and SWP did not comply with the requirements of section 7(a)(2) of the Endangered Species Act. To remedy this ESA compliance issue, the Service and NMFS provided Reasonable and Prudent Alternatives in their respective BOs. Lawsuits were filed challenging Reclamation's acceptance and implementation of the associated RPAs. The Court ruled that Reclamation must conduct an environmental review to determine whether implementing the RPAs causes a significant effect to the human environment.

The DEIS analyzes five alternatives that consider modifications to operational components of the CVP and SWP from both the RPAs. All of the alternatives address continued operation of the CVP, in coordination with the SWP.

Continued operation of the CVP and the SWP is necessary to provide river regulation, improvement of navigation; flood control; water supply for irrigation and domestic uses; fish and wildlife mitigation, protection, and restoration; fish and wildlife enhancement and power generation. The CVP and SWP facilities also provide recreation benefits and must meet water rights and water quality.

Hard copies of the DEIS are located at Bureau of Reclamation, Mid-Pacific Region, 2800 Cottage Way, Sacramento CA 95825-1898. For access to the document at 2800 Cottage Way, please call 916-978-5100 and reference press release number MP-15-125. A hard copy is also available at Bureau of Reclamation, Bay-Delta Office, 801 I Street, Suite 140, Sacramento, CA 95814. For access to the document at 801 I Street, please call 916-414-2424.

To view or download the DEIS, go to http://www.usbr.gov/mp/nepa/nepa_projdetails.cfm?Project_ID=21883. If you encounter problems accessing the documents, please call 916-978-5100 or email mppublicaffairs@usbr.gov.

Written comments are due by close of business, Tuesday, September 29, 2015. You may mail your comments to Ben Nelson, Natural Resources Specialist, Bureau of Reclamation, Bay-Delta Office, 801 I Street, Suite 140, Sacramento, CA 95814-2536. Comments may also be emailed to bcnelson@usbr.gov or fax to (916) 414-2439.

For additional information, please contact Theresa Olson, Conservation and Conveyance Division Chief, Bay-Delta Office, Bureau of Reclamation at tolson@usbr.gov, or by phone at 916-414-2433 (TTY 800-877-8339).

###

Reclamation is the largest wholesale water supplier and the second largest producer of hydroelectric power in the United States, with operations and facilities in the 17 Western States. Its facilities also provide substantial flood control, recreation, and fish and wildlife benefits. Visit our website at www.usbr.gov and follow us on Twitter@[@USBR](https://twitter.com/USBR)



The County Of Yuba

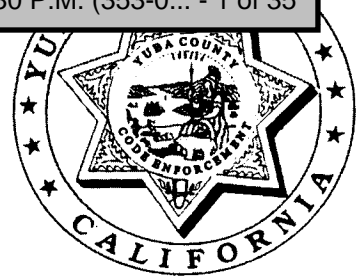
Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616

353-0815
1:30 P.M. (353-0... - 1 of 35)



915 8th Street, Suite 123, Marysville, California 95901

Public Nuisance Hearing

To: Yuba County Board of Supervisors
From: Jeremy Strang, Code Enforcement Division Manager
Date: August 11, 2015

Statement of Facts:

The property that is subject of this hearing is Assessor's Parcel Number (APN) 021-251-012-000. The parcel is located in the unincorporated area of the County of Yuba in the community of East Linda and is commonly referred to as 5824 Montclair Avenue. The property has the zoning designation R-2, Medium Density Residential, and is 0.94 of an acre in size. The property is improved with a substandard and dangerous single-wide mobile home.

Santiago and Martha Ramirez are the owners of record and are listed on the most recent equalized tax assessment.

Current Code Case:

Case Number: MMJ15-0148
Date: 7/6/2015
Complaint: Marijuana Cultivation
Disposition: Founded; cultivation of 99 marijuana plants. Notice and Order to Abate Public Nuisance issued.
Case Closed: N/A

On July 9, 2015, Officer Tracie Clark prepared and mailed a request to inspect letter to both the occupant and the property owner. On July 13, 2015, Officers Tracie Clark and Christopher Monaco performed a site visit to attempt an inspection and made contact with a male adult who approached from the adjacent property to the South (5814 Montclair Avenue) and identified himself as Luis Silva. Mr. Silva stated that he was the resident of the property. Officer Clark introduced herself and identified the purpose of the visit and requested that she and Officer Monaco be allowed to inspect the property for marijuana cultivation; Mr. Silva agreed to the inspection.

Public Nuisance Declared:

On July 13, 2015, the inspection of the property, performed by Officers Clark and Monaco confirmed that:

1. Marijuana was being cultivated without first registering the cultivation.
2. The number of plants, 99, exceeded the maximum amount allowed.
3. The cultivation of marijuana was not within a qualifying accessory structure.

After confirming the violations Officer Clark served a Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment A – Notice and Order**). The Order was personally served to the cultivator Luis Silva, and was also mailed to the cultivator and the property owner by U.S. Mail, both by Certified Mail with Return Receipt and First Class; a proof of Service for each was completed (see **Attachment B – Proof of Service**).

The Order alleges the following violations:

1. 7.40.300A Outdoor cultivation of 99 marijuana plants.
2. 7.40.320A3 Use of extension cords.
3. 7.40.340 Failure to register marijuana cultivation prior to cultivating.
4. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
5. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants.

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated immediately but not more than 3 days from the date the Order is served. The Code also requires that an Administrative Penalty be imposed. Pursuant to Section 7.40.550B, the Administrative Penalty imposed was calculated for the amount of \$10,300.00 per day and began to accrue immediately upon the issuance of an Order (7.40.550C) (see **Attachment C – Administrative Penalty Worksheet**).

Attached and incorporated as part of this report as **Attachment D – Photographs**, are photographs taken on July 13, 2015, by Officer Clark. The photographs accurately depict the conditions of the subject property observed by Officers Clark and Monaco on that date and further support the existence of a public nuisance.

On July 13, 2015, later that same day, a follow-up compliance inspection was performed by Officer Clark. Officer Clark verified that the marijuana had been removed from the ground and destroyed.

On July 22, 2015, Luis Silva filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the determination that a public nuisance existed on the property as well as the amount of Administrative Penalty imposed (see **Attachment E – Request for Hearing**).

Applicable Law:**YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)****7.40.300 Cultivation Restrictions**

A. Outdoor cultivation on any Parcel is prohibited.

7.40.300 Cultivation Restrictions

C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

7.40.340 Registration Requirements

A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

E. The cultivation of marijuana in a manner that exceeds 12 plants.

7.40.550 Administrative Penalties

A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.

C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized

to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.

7.40.560 Enforcement Costs

A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.

Additional Background:

The Ramirez's have a long history with code enforcement violations existing on their properties within Yuba County. A records search of Yuba County properties identifies 8 parcels currently owned by Santiago and Martha Ramirez. 12 Code Enforcement cases – 4 of those are marijuana cases – are associated with the parcels and the Ramirez's. A review of just the subject parcel reveals four (4) code enforcement cases as follows:

Case Number: MMJ12-0144
 Date: 9/28/2012
 Complaint: Marijuana Cultivation
 Disposition: Founded; cultivation of 129 marijuana plants. Notice of Violation issued; Plants removed
 Case Closed: 2/25/2013

Case Number: CE11-0262
 Date: 09/11/2011
 Complaint: Substandard Housing
 Disposition: Founded; Mobile home posted Unsafe to Occupy; Tenants relocated – Owner ordered to pay relocation – County advanced \$2,131.00 in relocation assistance to tenants; Notice & Order to Abate issued
 Case Closed: N/A Case is currently ACTIVE

Case Number: CE07-0208
 Date: 3/29/2007
 Complaint: Substandard Housing
 Disposition: Founded; Correction notice issued; conditions corrected
 Case Closed: 7/31/2007

Code Enforcement has outstanding enforcement costs of \$4,141.50, related to case number CE11-0262. This amount does not include penalties for non-compliance. The case is still open and is not resolved, and in fact has been exacerbated due to the Respondent disregarding the Order to Vacate and allowing Mr. Silva to rent the mobile home and cultivate 99 marijuana plants, as well as the Order to Abate issued on February 17, 2012, by not abating the nuisance as ordered.

Code Enforcement also has outstanding enforcement costs of \$4,243.75, related to case number CE11-0331 for property located adjacent to and directly to the South of the subject property. The property [addresses 5814, 5816 and 5818 (APN 021-251-002-000) Montclair Avenue], is improved with three (3) dwellings and is also owned by Respondent. The tenant of 5814 was also relocated and was advanced \$2,045.00 in relocation assistance. The Respondent, again, continues to disregard the Order

to Vacate by allowing a man named Jovani Medina to rent and occupy that dwelling and cultivate 91 marijuana plants in violation of the Yuba County Ordinance, as well as the Order to Abate issued on February 17, 2012, by not abating the nuisance as ordered.

It is my belief that Mr. Silva is also somehow connected to the property located at 5814 Montclair Avenue, and was associated with a large-scale marijuana grow at that address. On, or about July 14, 2015, Officer Monaco caused 91 marijuana plants to be removed from 5814 Montclair Avenue and destroyed.

Recommendation:

The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Confirm the existence of a public nuisance.
2. Make Findings that the Respondent either knew, or should have known, that marijuana was being cultivated on the subject property in violation of the Yuba County Ordinance Code.
3. Confirm the Administrative Penalty for \$10,300.00 per day.
4. Confirm the current enforcement costs of \$14,351.32 accrued to date (see **Attachment F – Cost Accounting**) along with the outstanding enforcement costs of \$4,141.50 associated with case number CE11-0262.
5. Order Respondent to remove and destroy the mobile home within 30 days of your Order, and that the property be left in a clean, debris free and sanitary condition.
6. Order where the mobile home is not abated pursuant to your Order that Code Enforcement is empowered and authorized to abate the public nuisance by whatever means. In this circumstance, respondent shall be responsible for the actual costs of abatement, including an additional penalty of \$52.00 per day that will continue to accrue until the nuisance is completely abated pursuant to the original Notice and Order to Abate Public Nuisance (#CE11-0262) (see **Attachment G – Original Order**).
7. Order Respondent to pay the enforcement costs within 30 days of the date of your Order or 30 days from the date in which the nuisance is completely abated – whichever comes last
8. Order where the enforcement costs go unpaid that:
 - a. A special tax assessment be assessed against the parcel with the Yuba County Tax Collector's Office; and
 - b. A lien be recorded with the Yuba County Recorder's Office, and;
 - c. Any monies collected pursuant to your Order be deposited into Trust Account 254-0000-371-98-99 (90%) and Trust Account 256-0000-371-98-99 (10%).



The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5453

Fax: (530) 749-5616



1:30 P.M. (353-0... - 6 of 35)

915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ 15-0148

CULTIVATOR(S) ADDRESS:	PROPERTY OWNER: ADDRESS
LUIS SILVA 5824 MONTCLAIR AVE MARYSVILLE, CA 95901	SANTIAGO & MARTHA RAMIREZ 1766 JAMIE DR YUBA CITY, CA 95993

VIOLATION ADDRESS: 5824 MONTCLAIR AVE, MARYSVILLE CA
APN: 021-251-012

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapter 7.40 of the Yuba County Ordinance Code and is therefore declared a public nuisance. The violations are:

☒ **Yuba County Ordinance Code § 7.40.400(A)** ...the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.

☒ Outdoor cultivation 7.40.300A

☐ Cultivation w/in dwelling 7.40.300B

☒ Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 99

☐ Water source/discharges 7.40.300D

☐ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E

☐ Active Code case 7.40.300F

☐ Lack of dwelling 7.40.310

☐ Permitted accessory structure 7.40.320A1

☐ Accessory structure w/in setback 7.40.320A2

☒ Use of extension cord(s) 7.40.320A3

☐ Lack of mechanical filtration system 7.40.320A4

☐ Lack of adequate fence around accessory structure (height; security) 7.40.330

☒ Lack of registration 7.40.340

- ☒ **Yuba County Ordinance Code § 7.40.340** *The cultivation of marijuana without first registering the cultivation and paying the required fee.*
- ☐ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*
- ☒ **Yuba County Ordinance Code § 7.40.400(E)** *The cultivation of marijuana in a manner that exceeds 12 plants*
of plants: 99
- ☐ **Yuba County Ordinance Code § 7.40.400(G)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of the Yuba County Ordinance Code, Chapter 12.01 et seq. including utilizing accessory uses without first establishing a primary use
 - ☐ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
 - ☐ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
 - ☐ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
 - ☐ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
 - ☐
 - ☐
 - ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately.

YOU ARE HEREBY ADVISED that Administrative Penalties in the amount of \$ 10,300.⁰⁰ per day pursuant to Yuba County Code § 7.40.550 **have begun to accrue** and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcement Officer; you must call this office to schedule an inspection to verify compliance.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a written request for a hearing with the Yuba County Code Enforcement Office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest the imposition of the Administrative Penalties. A \$4,116.00 deposit pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative

Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

☐ **POSTED PROPERTY**

PERSONAL SERVICE

☒ **CERTIFIED MAIL** 7013 3020 0000 6318 0952 \$ 0969

DATED: July 13, 2015

Tracie Clark
Tracie Clark
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40 , **DEMAND FOR PAYMENT**
(BILLING # 642)

CC: **LUIS SILVA**
5824 MONTCLAIR AVE
MARYSVILLE CA 95901

COUNTY OF YUBA**PROOF OF SERVICE**

I served a copy of the foregoing **Demand for Payment (Billing # 642) and Notice & Order to Abate Public Nuisance (MMJ15-0148)** on the following persons by:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:

Name: Santiago & Martha Ramirez
Address: 1766 Jamie Dr, Yuba City, CA 95993
Date of Delivery to Post Office: July 14, 2015
Registration No.: 7013 3020 0000 6318 0952

- ☐ **Emailing to the property owner(s)**:

Name:
Email Address:
Date and Time of Email:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant/cultivator(s)**:

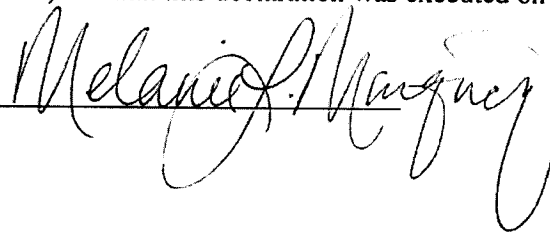
Name: Luis Silva
Address: 5824 Montclair Ave, Marysville, CA 95901
Date of Delivery to Post Office: July 14, 2015
Registration No.: 7013 3020 0000 6318 0969

- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **attorney(s)**:

Name:
Address:
Date of Delivery to Post Office:
Registration No.:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 14, 2015 at Marysville, California.

Signed



Community Development & Services Agency
Code Enforcement Division
Melanie Marquez
915 8th Street, Suite #123
Marysville CA. 95901
(530) 749-5455

COUNTY OF YUBA**PROOF OF SERVICE**

I served a copy of the foregoing **Notice and Order No. MMJ15-0148** on the following persons by:

- ☒ **Personally delivering** a copy to:
Name: Luis Silva
Address: 5824 Montclair Avenue, Marysville, CA 95901
Date: July 13, 2015
Time: 1100 hours
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **property owner**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **tenant(s)**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☐ **Mailing**, postage prepaid, Certified/Return Receipt Requested to the **lien holder(s)**:
Name:
Address:
Date of Delivery to Post Office:
Registration No.:
- ☐ **Posting at**:
Address:
Date and Time of Posting:
Location Posted:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on July 13, 2015 at Marysville, California.

Signed



Tracie Clark

915 8th Street, Suite #123

Marysville CA. 95901

(530) 749-5455

English

Customer Service

USPS Mobile

1:30 P.M. (353-0... - 11 of 35)



USPS Tracking®



Customer Service ›
Have questions? We're here to help.



Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70133020000063180969

Updated Delivery Day: Thursday, July 16, 2015

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

Available Actions

Text Updates

Email Updates

	STATUS	LOCATION
July 16, 2015 , 11:20 am	Delivered	MARYSVILLE, CA 95901

Your item was delivered at 11:20 am on July 16, 2015 in MARYSVILLE, CA 95901.

July 16, 2015 , 8:00 am	Out for Delivery	MARYSVILLE, CA 95901
July 16, 2015 , 7:50 am	Sorting Complete	MARYSVILLE, CA 95901
July 16, 2015 , 3:25 am	Arrived at Unit	MARYSVILLE, CA 95901
July 15, 2015 , 1:04 pm	Departed USPS Facility	WEST SACRAMENTO, CA 95799
July 14, 2015 , 9:12 pm	Arrived at USPS Facility	WEST SACRAMENTO, CA 95799

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›



HELPFUL LINKS

Contact Us
Site Index
FAQs

ON ABOUT.USPS.COM

About USPS Home
Newsroom
USPS Service Updates
Forms & Publications
Government Services
Careers

OTHER USPS SITES

Business Customer Gateway
Postal Inspectors
Inspector General
Postal Explorer
National Postal Museum
Resources for Developers

LEGAL INFORMATION

Privacy Policy
Terms of Use
FOIA
No FEAR Act EEO Data

English

Customer Service

USPS Mobile

1:30 P.M. (353-0... - 12 of 35)



USPS Tracking®



Customer Service ›
Have questions? We're here to help.



Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 7013302000063180952

Updated Delivery Day: Friday, July 17, 2015

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

Available Actions

Text Updates

Email Updates

DATE & TIME	STATUS/STORY	LOCATION
July 17, 2015 , 12:07 pm	Delivered	YUBA CITY, CA 95991

Your item was delivered at 12:07 pm on July 17, 2015 in YUBA CITY, CA 95991.

July 16, 2015 , 10:40 am	Notice Left (No Authorized Recipient Available)	YUBA CITY, CA 95993
July 16, 2015 , 8:00 am	Out for Delivery	MARYSVILLE, CA 95901
July 16, 2015 , 7:50 am	Sorting Complete	MARYSVILLE, CA 95901
July 16, 2015 , 4:15 am	Arrived at Unit	MARYSVILLE, CA 95901
July 15, 2015 , 8:37 am	Departed USPS Facility	WEST SACRAMENTO, CA 95799
July 14, 2015 , 9:12 pm	Arrived at USPS Facility	WEST SACRAMENTO, CA 95799

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›



7/14/15 TC APN: 021-251-012 N40/Demand #642

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Santiago & Martha Ramirez
1766 Jamie Drive
Yuba City, CA 95993

2. Article Number
(Transfer from service label)

7013 3020 0000 6318 0952

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Santiago Ramirez

C. Date of Delivery

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

7/14/15 TC APN: 021-251-012

N40/Demand #642

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Luis Silva
5824 Montclair Avenue
Marysville, CA 95901

2. Article Number
(Transfer from service label)

7013 3020 0000 6318 0969

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

ADMINISTRATIVE PENALTY WORKSHEET

7.40.550A-C

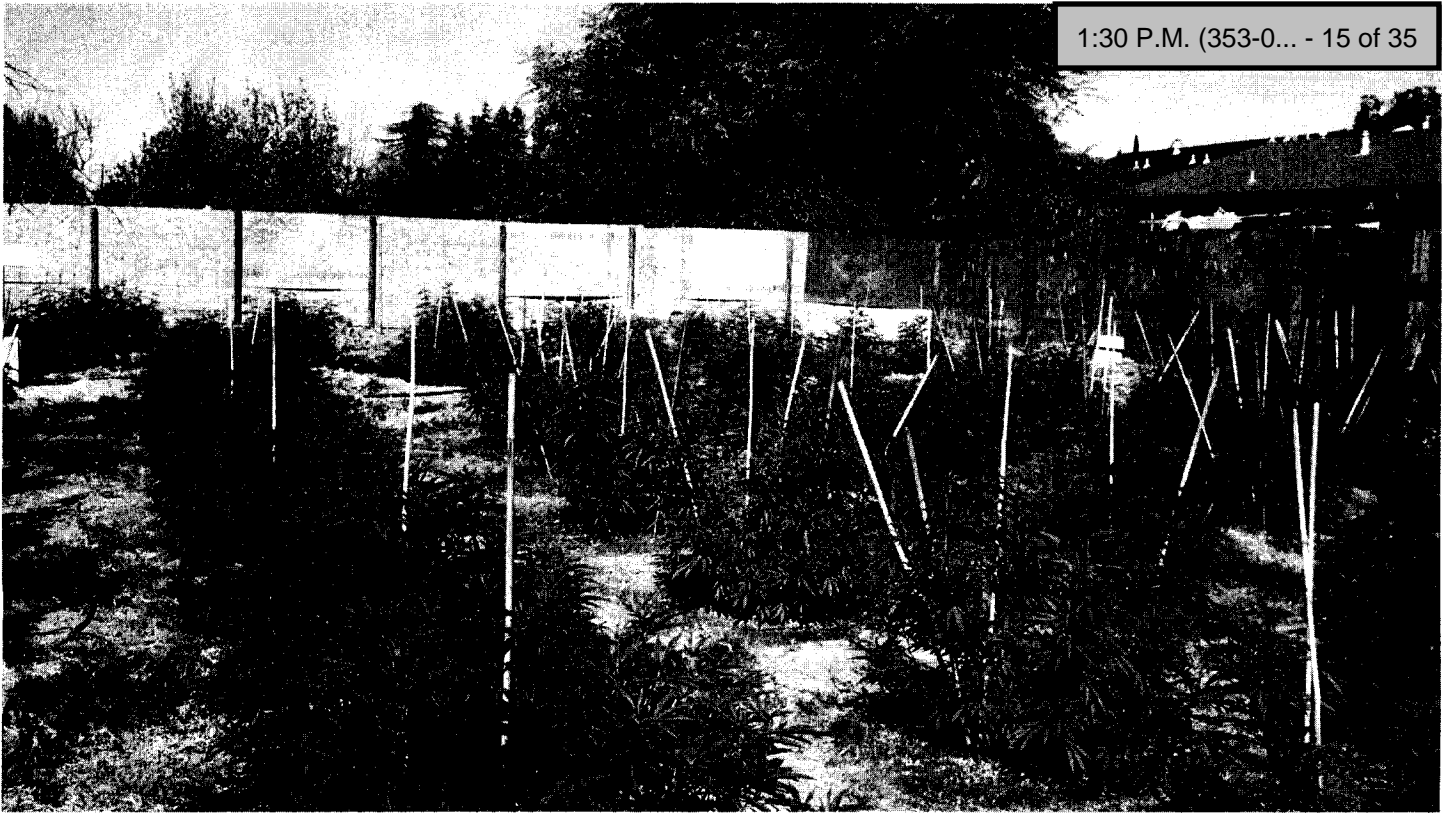
Case #: MMJ15-0148

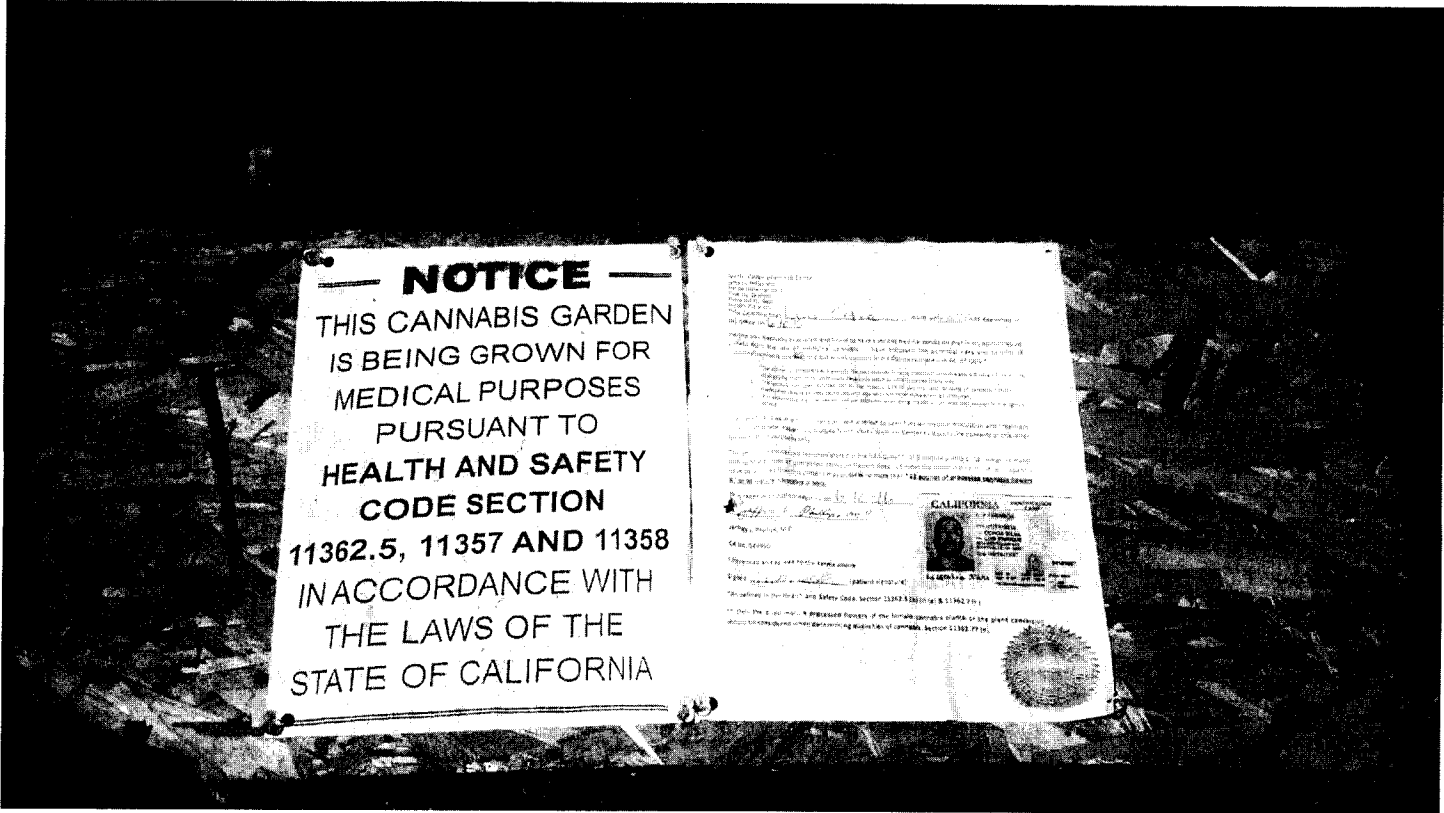
APN: 021-251-012

Owner: Santiago and Martha Ramirez

Situs: 5824 Montclair Avenue, East Linda

Dates	Violation & Ordinance Number	Amount	Total per Day
1 DAY	Number of Plants 99	99 X \$100.00	\$9,900.00
	7.40.300A outdoor	\$100.00	\$100.00
	7.40.340 lack of registration	\$100.00	\$100.00
	7.40.320A3 use of extension cords	\$100.00	\$100.00
	7.40.400E exceeding 12 plants	\$100.00	\$100.00
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		\$100.00	
		Grand Total:	\$10,300.00









LUIS SILVA
5824 MONTCLAIR AVE.
MARYSVILLE, CA 95901

RECEIVED

JUL 22 2015

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

L.S. JULY 23, 2015

~~JULY 22~~ - 2015

THE COUNTY OF YUBA
COMMUNITY DEVELOPMENT & SERVICE AGENCY
CODE ENFORCEMENT DIVISION
915 8TH Street, Suite 123
Marysville, CA 95901

Regarding: MMJ15-0148
Request for Hearing

Dear Ms. Melanie Marquez:

I am requesting a hearing with the Yuba County Code Enforcement Office as I am contesting the Administrative Penalties and I also disagree with the determination that a public nuisance exists on the subject property. Enclosed is the deposit of \$4,116.00.

If you need additional information, please feel free to contact me at 5824 Montclair Ave. Marysville, CA 95901.

Sincerely,

Luis Silva

Luis Silva



The County of Yuba

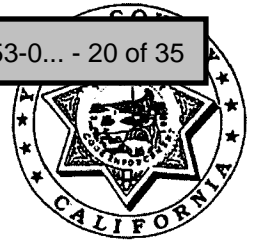
1:30 P.M. (353-0... - 20 of 35)

Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

Receipt Number: CE-1430

Owner: Ramirez, Santiago

Address:

Situs Violation: 5824 Montclair Ave

Situs APN:

Case Number MMJ15-0148

Officer

Description Of Charges

Amount

APPEAL HEARING DEPOSIT (CE FEE)

\$4,116.00

TOTAL FEES PAID

\$4,116.00

BALANCE

DATE PAID: 7/22/2015

PAID BY: Luis Silva

PAYMENT METHOD: CASH

RECIEVED BY:

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: August 11, 2015

Case #: MMJ15-15-0148

APN: 021-251-012-000

Owner: Santiago and Martha Ramirez

Situs: 5824 Montclair Avenue

Date	Reason for Charge	Hours	Total
7/6/2015	Received Complaint, Opened Case;**	0.5	\$73.50
7/9/2015	Inspection Request Prepared and Mailed	0.5	\$73.50
7/13/2015	Inspections - 2 Officers; **	2.0	\$294.00
7/13/2015	Notice and Order to Abate**	FEE	\$1,470.00
7/13/2015	Reinspection; Verify Compliance	0.5	\$73.50
7/13/2015	Administrative Penalty; 1 Day; \$10,300.00	AP	\$10,300.00
8/6/2015	Appeal Hearing Prep**	6.5	\$955.50
8/7/2015	Appeal Hearing Prep**	6.0	\$882.00
7/28/2015	**CDSA Support \$3822.00 X 6%	6%	\$229.32
	TOTAL:		\$14,351.32
7/22/2015	APPEAL DEPOSIT RECEIVED – Not included in calculation above	FEE	\$4,116.00



The County Of Yuba

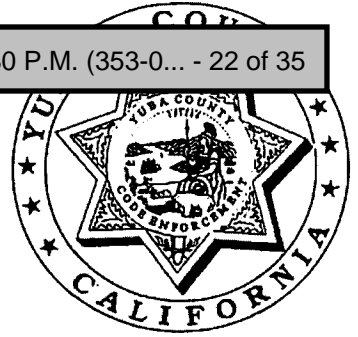
Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424

1:30 P.M. (353-0... - 22 of 35)



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

CE11-0262

MARTHA & SANTIAGO RAMIREZ
1766 JAMIE DRIVE
YUBA CITY, CA 95993

SUBJECT: 5824 MONTCLAIR AVENUE, MARYSVILLE (EAST LINDA), CA

APN: 021-251-012-000

LEGAL DESCRIPTION: PT L-7 TR-3A Y G

YOU ARE HEREBY NOTIFIED that the uses of and conditions on the subject property have been determined by the Yuba County Code Enforcement Division to violate the Yuba County Ordinance Code and are therefore declared a public nuisance. The uses and conditions that create a public nuisance on said property are as follows:

1. Yuba County Ordinance Code § 7.36.310(a)(1): *Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public, as depicted in photographs P1-P40, to wit:*

- A. Substandard mobilehome
- B. Junk, trash, refuse and debris
- C. Vector and vermin harborage
- D. Visual blight

2. Yuba County Ordinance Code § 7.36.310(a)(5): *The maintenance or use of any real property in violation of any provision of the Yuba County Ordinance Code, State law or federal law, to wit:*

- A. Substandard mobilehome as defined by California Code of Regulations Title 25 § 1606 et seq. including, but not limited to, the following conditions:
 - A.1 Inadequate Sanitation
 - A.2 Infestation of Insects, Vermin and Rodents
 - A.3 General Dilapidation and Improper Maintenance
 - A.4 Structural Hazards
 - A.5 Defective or Deteriorated Flooring
 - A.6 Hazardous Electrical Wiring
 - A.7 Hazardous Plumbing

- A.8 Hazardous Mechanical Equipment
- A.9 Faulty Weather Protection
- A.10 Deteriorated or Ineffective Waterproofing of Roof
- A.11 Broken Windows and Doors
- A.12 Inadequate Fire Protection (Lacking Smoke Detectors)
- A.13 Fire Hazards
- A.14 Hazardous and Unsanitary Premises
- B. Improper or missing skirting in violation of Yuba County Ordinance Code Chapter 10.25 which states in part: *Material similar to that used for siding of mobilehome shall be installed between bottom of mobilehome and ground.*

3. Yuba County Ordinance Code § 7.36.310(a)(7): *...property which is likely to or does harbor rats or other vectors, feral cats, and other non-domesticated animal nuisances, to wit:*

- A. Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash, refuse and debris.

4. Yuba County Ordinance Code § 7.36.310(a)(9): *Any violation of Chapter 7.05 of the Yuba County Ordinance Code relating to solid waste disposal, to wit:*

- A. Failure to remove junk, trash, refuse and debris at the required interval.
- B. Failure to store junk, trash, refuse and debris in proper containers.

5. Yuba County Ordinance Code § 7.36.310(a)(11): *Any condition that constitutes a visual blight. For purposes of this Code, visual blight is any unreasonable or unlawful condition or use of real property, premises or building exteriors which by reason of its appearance, as viewed at ground level from a public right-of-way or from neighboring premises, is detrimental to the property of others or to the value of property of others, offensive to the senses, or reduces the aesthetic appearance of the neighborhood. Regardless of the number of persons directly impacted by visual blight, visual blight in and of itself affects the entire community any time it occurs because it detrimentally impacts property values and limits economic growth. Visual blight includes, but is not limited to, the keeping, storing, deposition, scattering over or accumulation on the premises any of the following:*

- A. Junk, trash, debris, scrap metal, refuse, paper, demolition and construction wastes, rubbish, packing materials; and/or
- B. Objects or equipment such as furniture, stoves, appliances, refrigerators, freezers, cans or containers that have been abandoned, discarded, or are no longer useful for their original intended purpose.

YOU ARE HEREBY ORDERED to remove all violations from the subject property in the manner and within the timelines outlined in the enclosed **Attachment A**, which is incorporated by this reference as part of this Notice and Order.

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any there be, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. You may request a hearing by filing a written request for a hearing with the Yuba County Community Development & Services Agency's Code Enforcement Division, whose address appears above, within 15 calendar days of the date of this Notice and Order.

After a hearing, if a violation is found to exist, or if you do not request a hearing, the cost of abating such violations and administrative penalties will become a lien against the subject property and will also be assessed against the property in the same manner as taxes. The "cost of abating a violation" shall include, but not be limited to, the County's attorney's fees, the cost of the Administrative Law Judge, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the Administrative Law Judge, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If the violations are not remedied within the time stated in this Notice and Order to Abate, Administrative Penalties in the amount of \$52.00 per day pursuant to Article 4, § 7.36.420 of the Yuba County Code, will begin to accrue. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing solely to contest imposition of the Administrative Penalties with the Yuba County Code Enforcement Division, whose address appears above, within 15 calendar days of the date of this Notice and Order.

The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. If you fail to request a hearing or appear at the hearing and fail to raise any defense or assert any relevant point at the time of the hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

In preparing for such hearing, you should be aware that if an initial showing is made by the Enforcement Official sufficient to persuade the Administrative Law Judge that a public nuisance exists on your property, you will then have the burden of proving that no public nuisance exists on your property. Therefore, you should be prepared to introduce oral and documentary evidence proving why, in your opinion, you use of the property is not a public nuisance as defined in the Yuba County Ordinance Code. A copy of the ordinance relating to administrative abatement hearings is enclosed to assist you in the preparation of your presentation.

If an initial showing sufficient to persuade the Administrative Law Judge that a public nuisance exists on your property is made by the Enforcement Official, your failure to sustain the burden of showing that no public nuisance exists on the property may result in an administrative decision ordering the abatement of uses or conditions on your property, which are found to be a public nuisance and may also result in a later judicial order to the same effect.


Further, if you do not request a hearing or if the Administrative Law Judge finds that a public nuisance exists on your property and you fail to abate the nuisance in compliance with the time requirements set forth in the Notice and Order to Abate, or the Administrative Law Judge's Order, the County will abate the nuisance. If the County abates the nuisance, you will be responsible for the actual costs of the abatement, including the costs to the County, if any, of the administrative hearing. If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will be specially assessed against your parcel by the County and added to you tax bill as a special assessment. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing and if the Administrative Law Judge finds that your property is in violation of the Yuba County Ordinance Code, the County will contend that you are bound by such findings at any subsequent judicial action relating to the Administrative Law Judge's Order.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN AN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICIAL CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

Dated: February 17, 2012

Certified Mail: 7003 0500 0005 1306 4095


John Rohrbach
Code Enforcement Officer

JR/jr

Attachments/Enclosures: Attachment A
Photographs P1-P40
Invoice Number 456
Excerpts from Chapter 7.36 Yuba County Ordinance Code

- In accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, and amortization paid or incurred in the taxable year.



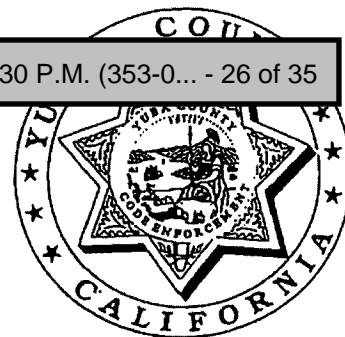
The County Of Yuba

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



1:30 P.M. (353-0... - 26 of 35)

915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

CE08-0019

ATTACHMENT A

You shall complete all of the following by the stated dates. If you fail to complete any of the following requirements by the dates specified below, the failure will immediately terminate all time extensions and the County will initiate abatement of all remaining violations of the County Ordinance Codes existing on your property as well as the recordation of a Notice of Noncompliance which will cloud title to your property. All costs incurred by the County in abating the violations on your property are your responsibility.

No later than March 3, 2012:

1. You shall make election to either:
 - a. Demolish or remove mobilehome (preferred) OR;
 - b. Rehabilitate mobilehome—minimum habitability standards, as required by California Code of Regulations Title 25 and State of California Department of Housing & Community Development [H.C.D.], must be met and all new work must comply with applicable codes and regulations.

and notify the Code Enforcement Division of your decision in writing. **Failure to provide the decision in writing by the stated date will void all time extensions.**

2. If demolition is elected:
 - a. Obtain permit from H.C.D. (a 30 day extension will be granted), and
 - b. Work commenced

No later than March 19, 2012:

3. If rehabilitation is elected:
 - a. Evaluation of mobilehome completed by a State Licensed Design Professional/Building Contractor, and
 - b. Scope of Work created by a State Licensed Design Professional/Building Contractor, and
 - c. A 30 day extension to obtain H.C.D. permit will be granted if items 3a and 3b are met.
4. Remove all junk, trash, refuse and debris and dispose of at an authorized site. Proof of such

disposal must be retained and shown upon request.

5. Payment of invoice # 455 in the amount of \$4,141.50

No later than April 3, 2012:

6. If demolition or removal:

a. Demolition or removal completed, and

i. All resulting debris removed and disposed of at an authorized site. Proof of such disposal must be retained and shown upon request.

ii. Lot left in clean condition with a relatively even ground surface.

iii. Final inspection by H.C.D.

b. Final inspection by Code Enforcement Division

No later than April 19, 2012:

7. If rehabilitation is elected:

a. Permit obtained from H.C.D., and

b. Work commenced

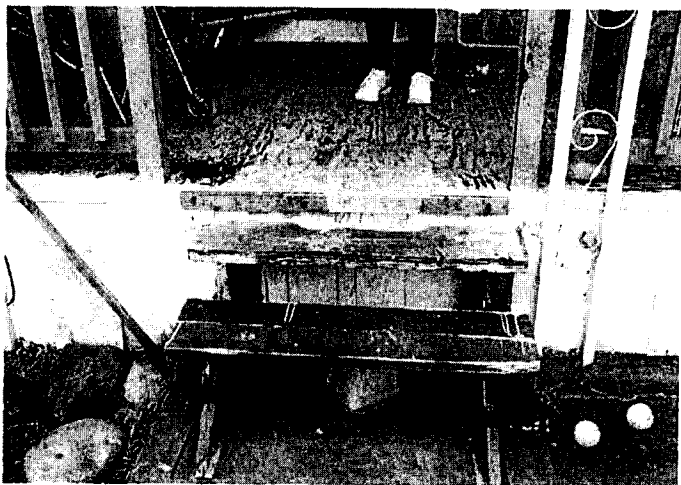
No later than July 19, 2012:

8. If rehabilitation is elected:

a. Rehabilitation completed

a. Final inspection and sign off by H.C.D./Code Enforcement Division.

DO NOT BURN OR BURY ANY ITEMS. Without receipts evidencing lawful disposal, this case may not be closed. Items removed from the property shall not create a public nuisance at a new location. Failure to comply with any of the above requirements will cause the imposition of administrative penalties as well as the assessment of additional costs. If an abatement action becomes necessary, the County will remove all violations at property owner's expense.



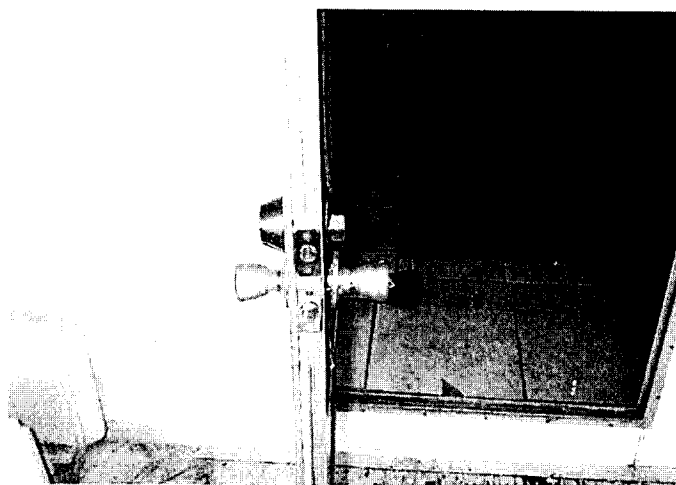
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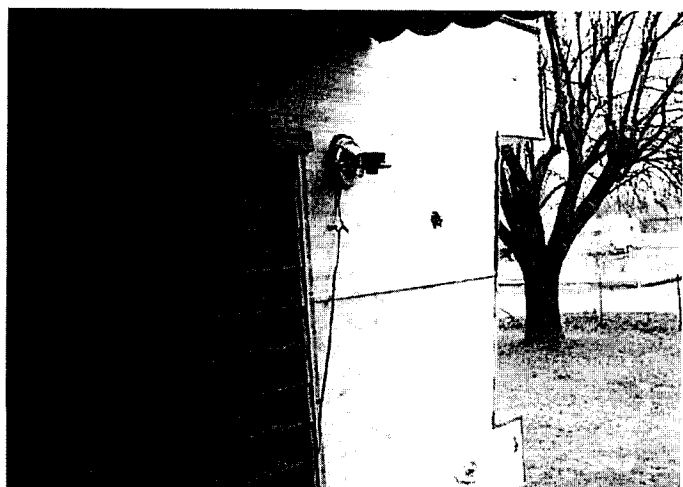
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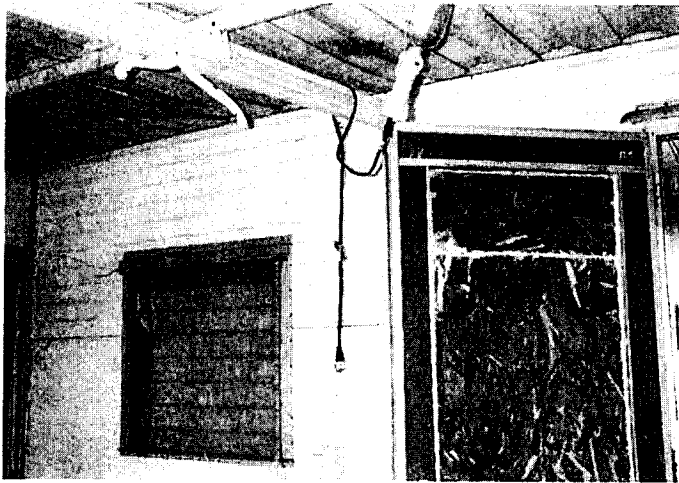
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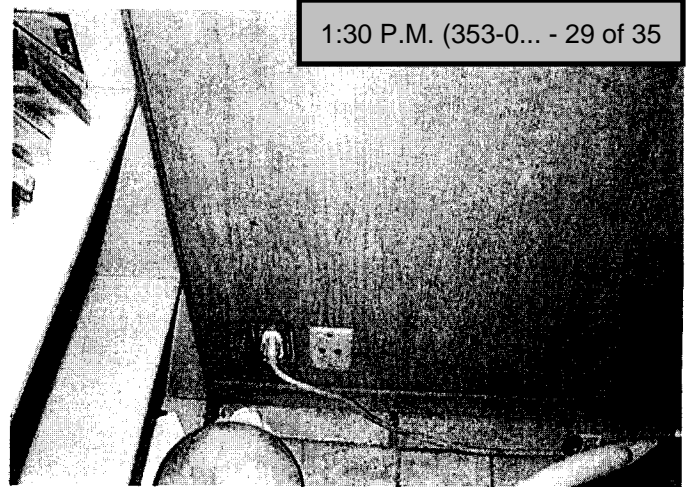
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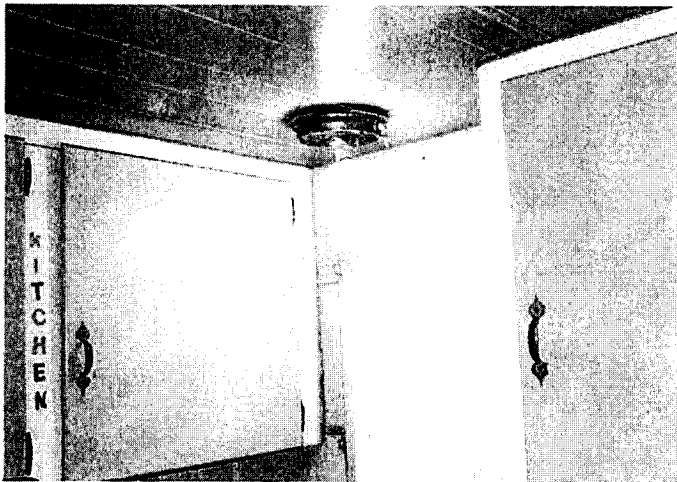
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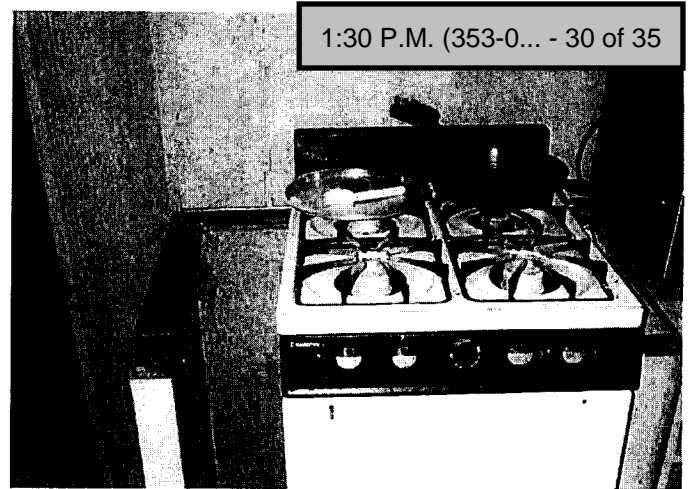
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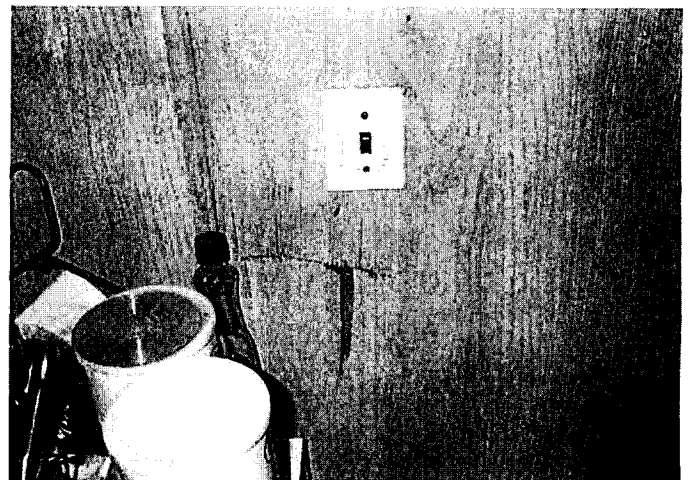
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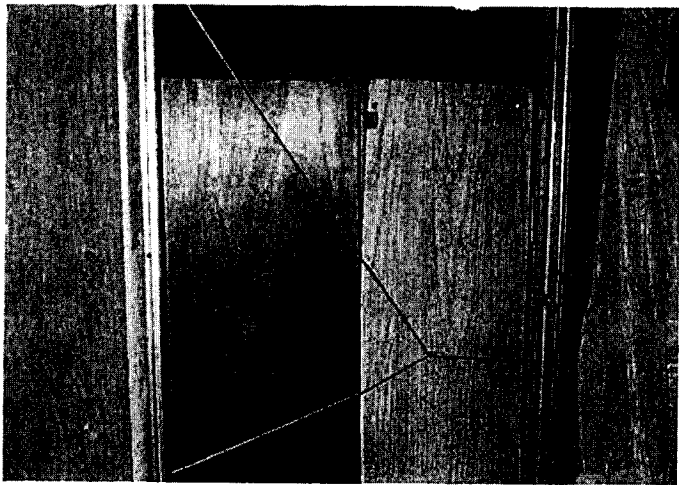
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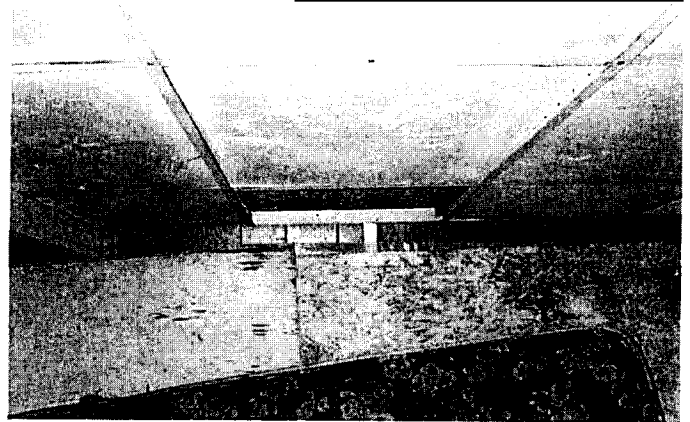
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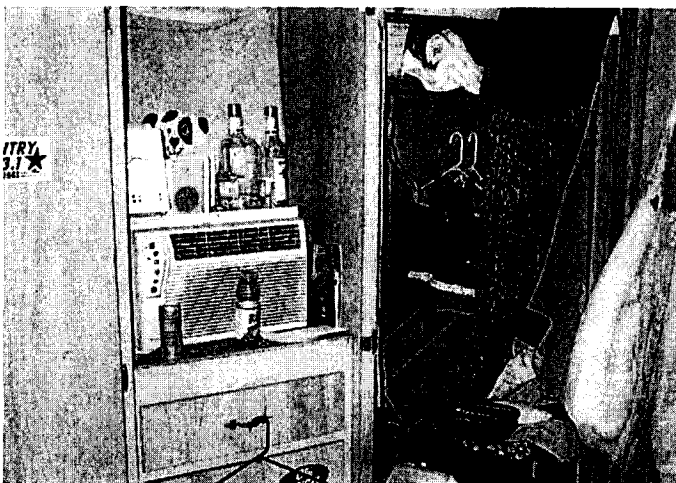
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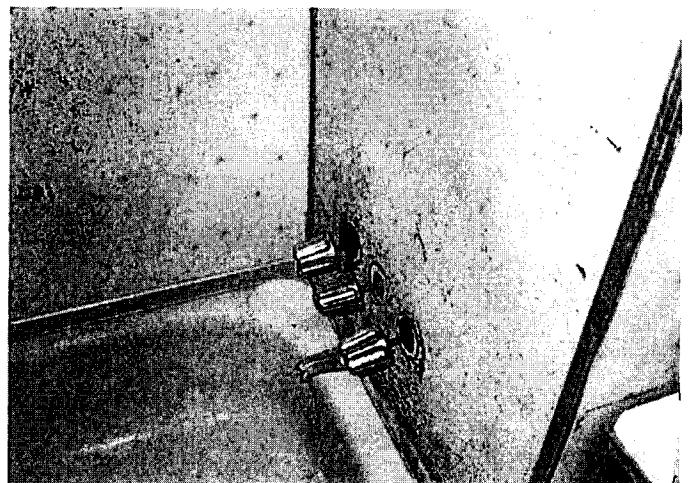
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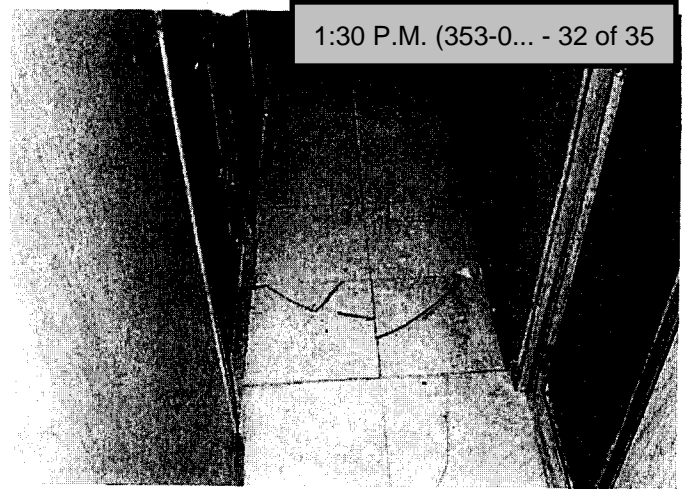
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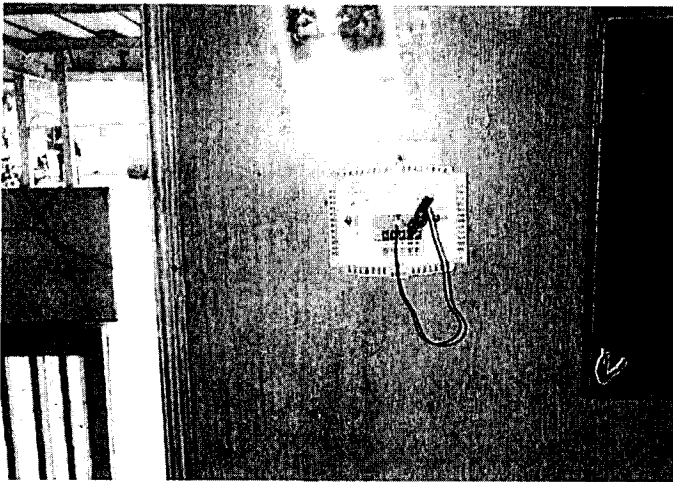
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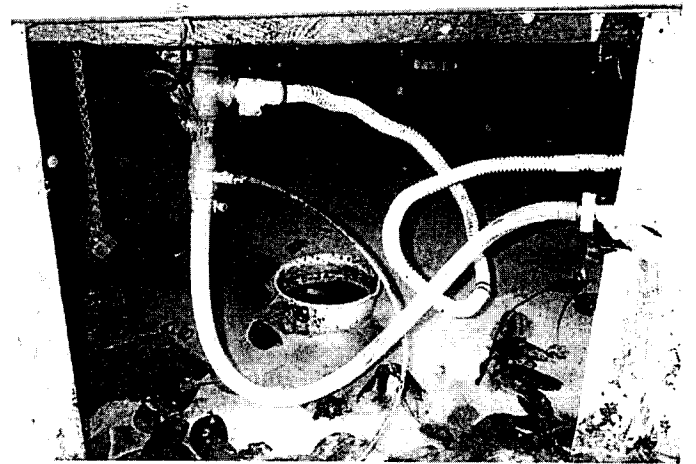
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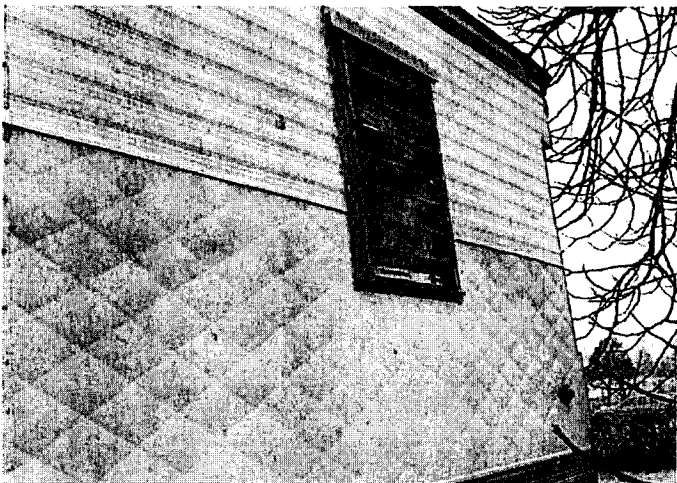
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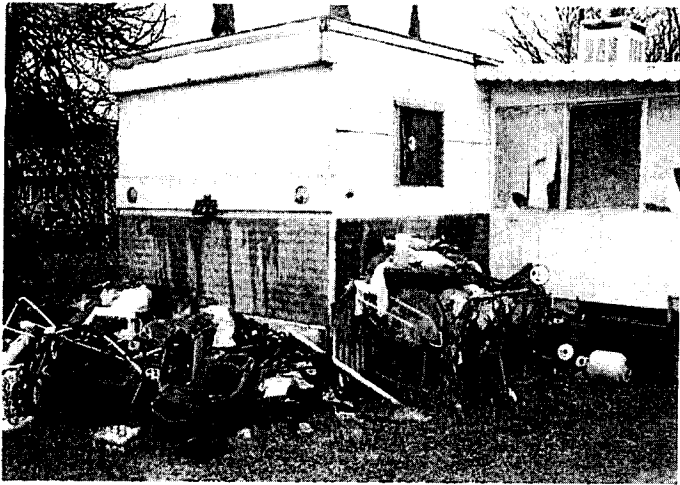
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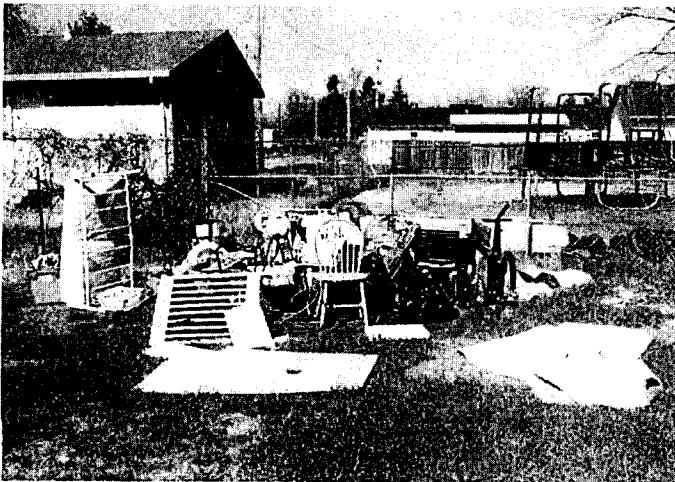


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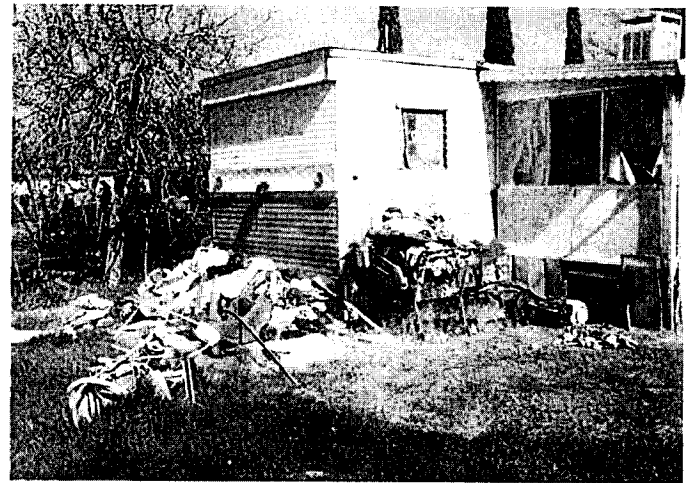


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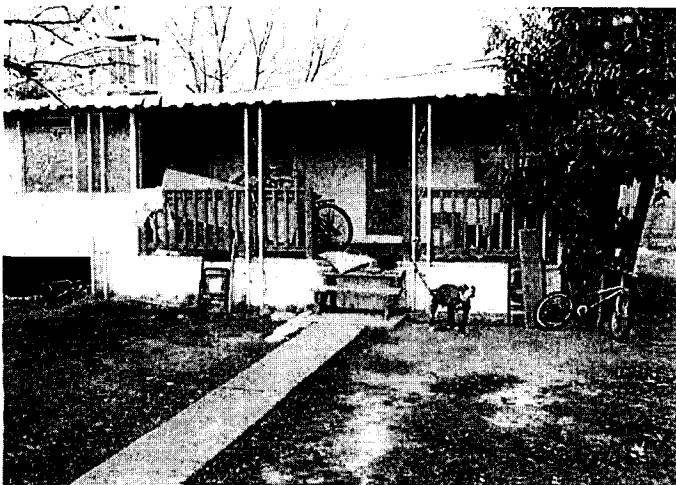
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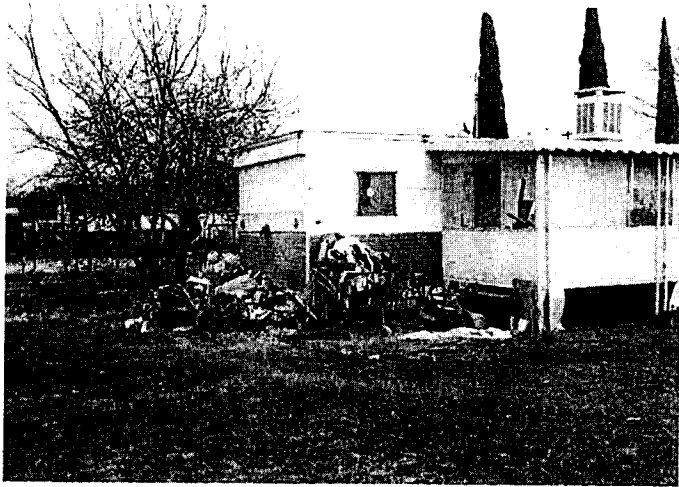
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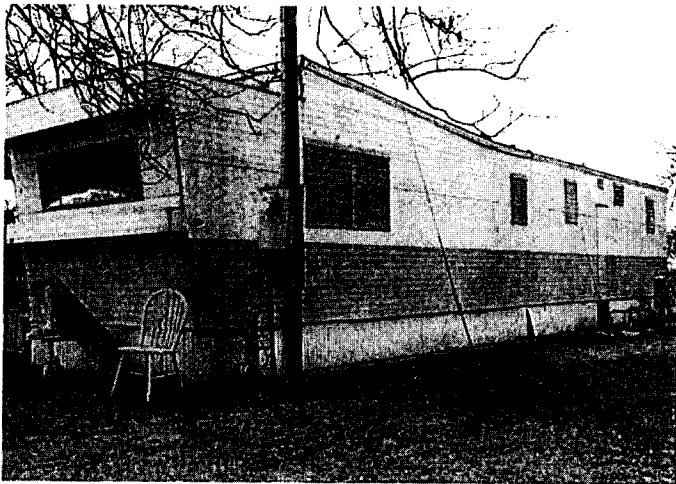
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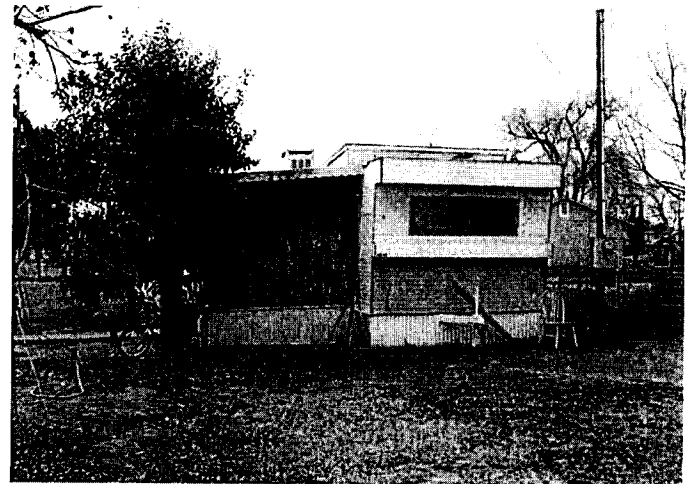
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The County Of Yuba

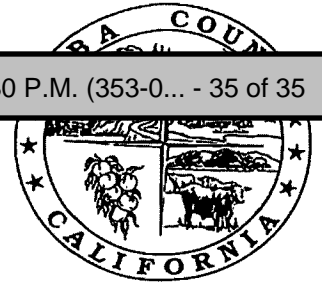
Community Development & Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424

1:30 P.M. (353-0... - 35 of 35)



215 Rth Street, Suite 123, Marysville, California 95901

Billing Statement

Name: Martha & Santiago Ramirez
Address: 1766 Jamie Drive
City: Yuba City **State:** CA **Zip Code:** 95993
Situs Address: 5824 Montclair Avenue, Marysville (East Linda), CA 95901
APN: 021-251-012
Certified #: 7003 0500 0005 1306 4095

INVOICE NUMBER 456
Case Number: CE11-0262
Date of Billing: 17-Feb-12
Due Date: 19-Mar-12
Officer: John Rohrbach

<u>Date:</u>	<u>Reason For Charge:</u>	<u>Hours:</u>	<u>Total Due:</u>
23-Jan-12	Initial Site Inspection (2 Officers @ .50 Hrs Each)	1.00	\$105.00
26-Jan-12	Prepared & Mailed Notice to Vacate	1.00	\$105.00
26-Jan-12	Posted Residence with Notice to Vacate at Property	.50	\$52.50
31-Jan-12	Relocation Application Reviewed & Approved by Code Enforcement Supervisor	.50	\$52.50
31-Jan-12	Prepared Relocation Cost Accounting & Cover Letter	1.00	\$105.00
03-Feb-12	Posted Property Unsafe to Occupy & Restricted Use Notices	.50	\$52.50
17-Feb-12	Prepared Notice & Order to Abate	4.00	\$420.00
17-Feb-12	Prepared Billing Statement # 456 (Mailed with Notice & Order to Abate)	.50	\$52.50

TOTAL STAFF HOURS BILLED AT \$105.00 PER HOUR

		9.00	\$945.00
31-Jan-12	Reimbursement of Relocation Assistance to Tenant		\$2,131.00
31-Jan-12	Penalty Fee Assessed - Due to Property Owner's Failure to Pay Relocation Costs		\$1,065.50

TOTAL DUE: \$4,141.50

FAILURE TO MAKE PAYMENT BY THE DUE DATE WILL RESULT IN THE FOLLOWING PENALTY ASSESSMENT FEES PER TITLE 13 YCOC:

1 - 30 DAYS PAST DUE = 25% OF ORIGINAL AMOUNT
31 - 60 DAYS PAST DUE = 50% OF ORIGINAL AMOUNT
61 + DAYS PAST DUE = 100% OF ORIGINAL AMOUNT

Please Remit Payment To: CDSA Attention: Accounts Receivable

PLEASE SUBMIT BOTTOM PORTION WITH PAYMENT

Name: Martha & Santiago Ramirez
Situs Address: 5824 Montclair Avenue, Marysville (East Linda), CA 95901
APN: 021-251-012
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