

# BOARD OF SUPERVISORS

## AGENDA

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



DECEMBER 14, 2015

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

10:00 A.M. YUBA COUNTY BOARD OF SUPERVISORS WORKSHOP - Economic Development Strategic Planning (No background material) (Four hour estimate)

**DECEMBER 15, 2015**

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS

- 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.
  - A. Administrative Services
    1. [\(536-1215\) Adopt resolution authorizing grant application submittal to Federal Aviation Administration for Airport Improvement Program in the amount of \\$150,000 identified as AIP 3-06-0149-017 and authorizing County Administrator to execute grant application and accept grant offer.](#)
  - B. Board of Supervisors
    1. [\(537-1215\) Approve Certification Statement regarding Composition of Local Planning Council Membership and authorize Chair to execute.](#)
  - C. Community Development and Services
    1. [\(538-1215\) Notice of Final Tract Map No. 2014-0003 under review and pending approval by County Surveyor for final map approval and acceptance.](#)
  - D. County Administrator
    1. [\(539-1215\) Approve contract extension for Paul Brunner, Executive Director of Three Rivers Levee Improvement Authority contingent upon approval by Three Rivers Levee Improvement Authority Board of Directors and authorize Chair to execute.](#)
    - 2.
  - E. Emergency Services
    1. [\(540-1215\) Adopt resolution proclaiming the existence of ongoing local drought emergency in the County pursuant to California Government Code §8630.](#)
  - F. Health and Human Services
    1. [\(541-1215\) Award contracts to Jessica Alcantar, MFT and Michael Prothero, MFT for counseling, therapeutic and/or evaluation services, and authorize Chair to execute upon review and approval of County Counsel.](#)
  - G. Probation/Juvenile Hall
    1. [\(542-1215\) Approve three Juvenile Correction Officer I/II allocations and one Intervention Counselor I/II allocation for legal operation of the Juvenile Institutions per Board of State and Community Corrections Inspection. Oversight Committee recommends approval.](#)

IV. **SPECIAL PRESENTATION**

- A. (543-1215) Present proclamation to Randall C. Moore, Assistant Chief Probation Officer for 36 years of service with Yuba County. (Ten minute estimate) No background information.

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. [\(544-1215\) Approve grant application for purchase of OpenGov financial analysis and authorize County Administrator to execute grant application; authorize budget transfer in the amount of \\$16,000 to appropriate anticipated grant funding; approve three-year contract with OpenGov and authorize Chair to execute. \(Fifteen minutes estimate\)](#)
2. [\(545-1215\) Adopt resolution declaring participation in the Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge between Yuba and Sutter Counties authorize Chair to execute. \(Ten minute estimate\)](#)

B. Administrative Services

1. [\(546-1215\) Approve revised first amendment to Tri-County Joint Powers Agreement for the Tri-County Regional Juvenile Rehabilitation Facility and authorize Chair to execute. \(Fifteen minute estimate\).](#)

C. Board of Supervisors

1. [\(547-1215\) Appoint board representative and alternate to the Rural County Representatives of California Board of Directors and Golden State Finance Authority Board of Directors. \(Ten minute estimate\)](#)

D. Community Development and Services

1. [\(548-1215\) Authorize staff to initiate Proposition 218 process to increase assessment fees for Community Services Area 59 \(Skyview Area\) and set public hearing date for February 16, 2016. \(Five minute estimate\)](#)

E. Health and Human Services

1. [\(549-1215\) Adopt resolution accepting funds from California Work Opportunity and Responsibility to Kids Program for the Housing Support Program; approve agreement with The Salvation Army Yuba Sutter Corps under this program and authorize Chair to execute; authorize Budget Adjustment in the amount of \\$259,257 for allocating revenue and anticipated expenditures for Fiscal Year 2015-2016. \(Ten minutes estimate\)](#)
2. [\(550-1215\) Adopt resolution approving Yuba County General Assistance Handbook pursuant to Welfare and Institutions Code 17000. \(Ten minute estimate\).](#)

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

- A. [\(551-1215\) Notice from California Department of Fish and Wildlife recommending 2016-2017 deer hunting tag quota for G-19, J-8, J-16, J-17 areas.](#)

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

IX. **CLOSED SESSION**

- A. Personnel pursuant to Government Code §54957 Department Head Evaluation/County Counsel

X. **ADJOURN**

XI. **RECESS TO 2:00 P.M. DECEMBER 16, 2015**

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

## Department of Administrative Services

Doug McCoy - Director



(536-1215) Adopt... - 1 of 4

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

December 15, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL AVIATION ADMINISTRATION ON BEHALF OF THE AIRPORT FOR A GRANT UNDER THE AIRPORT IMPROVEMENT PROGRAM IN THE AMOUNT OF \$150,000.00 IDENTIFIED AS AIP 3-06-0149-017

### Recommendation:

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the Federal Aviation Administration for funding under the Airport Improvement Program (AIP) Grant Fund identified as AIP 3-06-0149-017 and authorize the County Administrator to execute the grant application and accept the grant offer.

### Background:

The grant funds requested are for updating the Airport's Pavement Management Plan, Hangar Siting Study, and Apron Drainage Documented Categorical Exclusion Update. These projects relate to the Airport Layout Plan update project and the current apron drainage project currently underway.

### Discussion:

The Yuba County Airport is allocated \$150,000.00 annually from the Federal Aviation Administration for projects that are planned under the Airports Capital Improvement Plan (ACIP). Those funds are typically accumulated over a period of three years in order to fund large construction projects. The Airport has \$150,000.00 of those funds that must be allocated to a project this federal fiscal year. This is a 90 percent grant. The estimated total project cost is \$156,750.00. The remaining grant match will be accomplished through a matching grant from the State Division of Aeronautics and the balance from the Airport Enterprise Fund.

### Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the application submittal for funding that is due to the Federal Aviation Administration by December 31, 2015.

### Fiscal Impact:

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

Attachment



BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION AUTHORIZING THE COUNTY  
ADMINISTRATOR TO FILE AN APPLICATION  
WITH THE FEDERAL AVIATION ADMINISTRATION  
ON BEHALF OF THE AIRPORT FOR A GRANT  
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

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

WHEREAS, the Federal Aviation Administration is authorized under the Airport Improvement Program to make grants to public airports to aid in financing the construction of specific airport projects:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the County Administrative Officer is hereby authorized to file an application on behalf of the County of Yuba Airport with the Federal Aviation Administration for a grant to aid in financing Yuba County Airport capital improvement projects as follows:

AIRPORT PAVEMENT MANAGEMENT PLAN  
HANGAR SITING PLAN  
APRON DRAINAGE DOCUMENTED CATEGORICAL EXCLUSION UPDATE

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to execute the grant application, to act as certifying officer in all matters in connection with the application and to provide such additional information as may be required and to accept any offer of grant which may be tendered by the Federal Aviation Administration.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the  
County of Yuba on the \_\_\_\_ day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

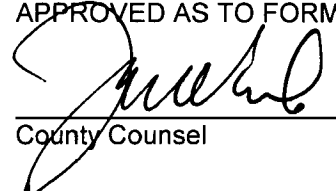
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Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

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APPROVED AS TO FORM:



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County Counsel

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**Child Care  
Planning Council**  
of yuba and sutter counties

1104 E Street  
Marysville, CA 95901  
Phone: (530) 749-4040  
Fax: (530) 749-3279

# Memorandum

**Date:** December 1, 2015

**To:** Yuba County Board of Supervisors

**From:** Tonya K. Byers, Coordinator  
Child Care Planning Council of Yuba & Sutter Counties

**RE:** Membership Self-Certification for Child Care Planning Council

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**RECOMMENDATION:** Board of Supervisors to approve the Certification Statement Regarding Composition of Local Planning Council (LPC) Membership and authorize the Chairman of the Board to sign.

**BACKGROUND:** In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met.

**DISCUSSION:** The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council. The submission of the Certification Statement Regarding Composition of the LPC is required annually by the State Department of Education, Child Development Division.

**COMMITTEE ACTION:** No committee has reviewed the request because it is annually reviewed and recertified.

**FISCAL IMPACT:** None

Attachments

**CERTIFICATION STATEMENT**  
**REGARDING COMPOSITION OF LPC MEMBERSHIP**

**Return to:**

California Department of Education  
 Child Development Division  
 Local Planning Council Consultant  
 1430 N. Street, Suite 3410  
 Sacramento, CA 95814

**Due Date:**

**Annually on January 20**

Please complete all information requested below:

County Name:		County Coordinator Name and Telephone Number:
Yuba County		Tonya K. Byers ~ (530) 749-4041
Membership Categories		
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Vacant		October 1, 2015 – September 30, 2018
Paul Tupaz	1403 Felton Way Plumas Lake, CA 95961 530-701-4748	October 1, 2013 – September 30, 2016
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Jodie Keller	1128 Yuba Street Marysville, CA 95961 530-741-2295	October 1, 2015 – September 30, 2018
Kathy Woods	1919 B Street Marysville, CA 95901 530-749-6162	October 1, 2013 – September 30, 2016
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)		
Name of Representative	Address/Telephone Number	Appointment Date and Duration
Leslie Cena	935 14 <sup>th</sup> Street Marysville, CA 95901 530-749-4871	October 1, 2015 – September 30, 2018
Ann Soliday	5730 Packard Ave, Marysville CA 95901 530-749-6785	October 1, 2015 – September 30, 2018

### Membership Categories

(537-1215) Appro... - 3 of 4

**20% Community Representative** (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)


Name of Representative	Address/Telephone Number	Appointment Date and Duration
Denice Burbach	2088 North Beale Road Marysville, CA 95901 530-741-6926	October 1, 2013 – September 30, 2016
Donna Greist	6249 C Street Beale AFB, CA 95903 530-634-4984	October 1, 2013 – September 30, 2016

**20% Discretionary Appointees** (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Lena Westman	900 Olive Street Wheatland, CA 95692 530-633-9369	October 1, 2013 – September 30, 2016
Nina Martinez	103 D Street Marysville, CA 95901 530-237-1145	October 1, 2013 – September 30, 2016

### Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of December 1, 2015 <sup>(Date)</sup> the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
	530-749-7510	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	530-749-4845	
Local Child Care Planning Council Chairperson	Telephone Number	Date
	530-674-1885, ext. 109	12/1/15

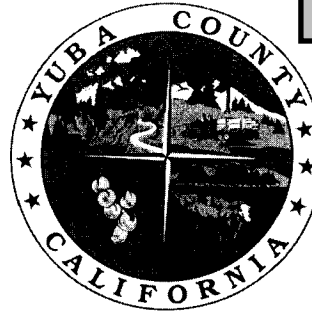
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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5436 • Fax – (530) 749-5434  
915 8<sup>th</sup> Street, Suite 125  
Marysville, California 95901  
www.co.yuba.ca.us



(538-1215) Notic... - 1 of 4

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

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

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

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

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

DATE: December 15, 2015  
TO: YUBA COUNTY BOARD OF SUPERVISORS  
FROM: MICHAEL LEE, COUNTY SURVEYOR  
SUBJ: FINAL MAP UNDER REVIEW PENDING APPROVAL

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### NOTICE TO BOARD OF SUPERVISORS

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

**Tract Map No. 2014-0003 (TSTM 2012-0001)**

**For**

**Maureen F. Beck a married woman;  
and James L. Hannum and Helena L. Hanum**

This map is a subdivision of an undeveloped 20± acre parcel into two 10± acres parcels south of the Yuba River, north of Timbuctoo Road and northwest of Smartsville. The project site is Parcel 3 of Parcel Map 98-05 filed October 8, 2007 in Book 88 of Maps, page 13, APN 005-550-013.

Due to the fact that the current owners were a party to the previous subdivision of contiguous property, this project did not meet the requirement of four or fewer lots for a Parcel Map and was processed as a Tract Map.

No development is proposed at this time. The primary reason for this subdivision is to allow the co-owners to hold individual ownership of separate parcels.

This final map is in compliance with the "Conditions of Approval" of the conditionally approved Tentative Subdivision Tract Map 2012-0001.

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

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

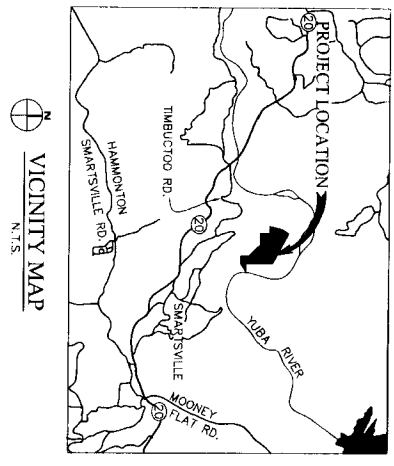


**TRACT MAP APPROVAL AND DEDICATION STATEMENT**

THE UNDERSIGNED OFFICER ON BEHALF OF THE COUNTY OF YUBA PURSUANT TO AUTHORITY CONFERRED BY SECTION 11.15.440, CHAPTER 11.15 OF TITLE XI OF THE YUBA COUNTY ORDINANCE CODE, HEREBY FINDS THE FINAL MAP FOR TRACT MAP NO. 2014-0003, BECK SUBDIVISION TO BE IN ACCORDANCE WITH THE CONDITIONALLY APPROVED TENTATIVE MAP NO. 2014-0003, BECK SUBDIVISION. THEREFORE, I HEREBY APPROVES THE WITHIN FINAL MAP OF TRACT MAP NO. 2014-0003, BECK SUBDIVISION.

MICHAEL GLEN LEE, COUNTY SURVEYOR, YUBA COUNTY \_\_\_\_\_ DATE \_\_\_\_\_

**ACREAGE.**  
19.95 ACRES



**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MAUREEN BECK IN NOVEMBER, 2013. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE \_\_\_\_\_

JEFF W. SPENCE  
LS 7414



**COUNTY SURVEYOR'S CERTIFICATE**

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TRACT MAP 2014-0003, BECK SUBDIVISION, THAT THE MONUMENTS SHOWN THEREON HAVE BEEN AS APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREON, AND I HEREBY CERTIFY THAT THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

MICHAEL GLEN LEE  
LS 7853  
COUNTY SURVEYOR - YUBA COUNTY



**RECORDER'S CERTIFICATE**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF MAUREEN BECK.

TERRY A. HANSEN  
YUBA COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY

FILE NO. \_\_\_\_\_ FEE PD. \$ \_\_\_\_\_

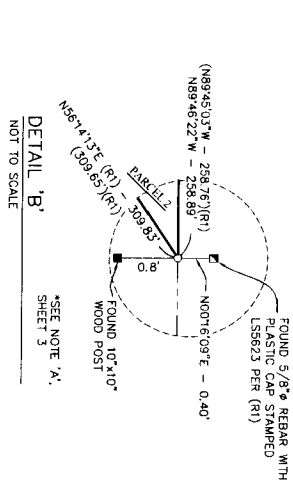
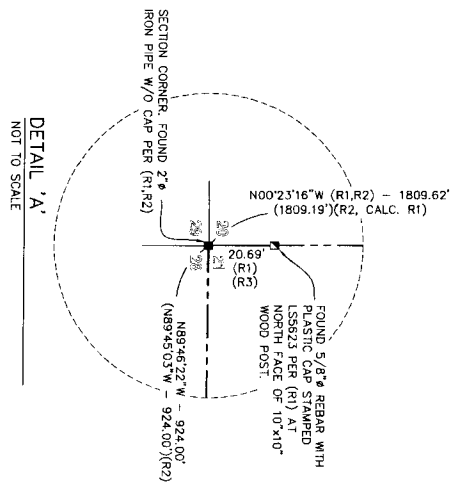
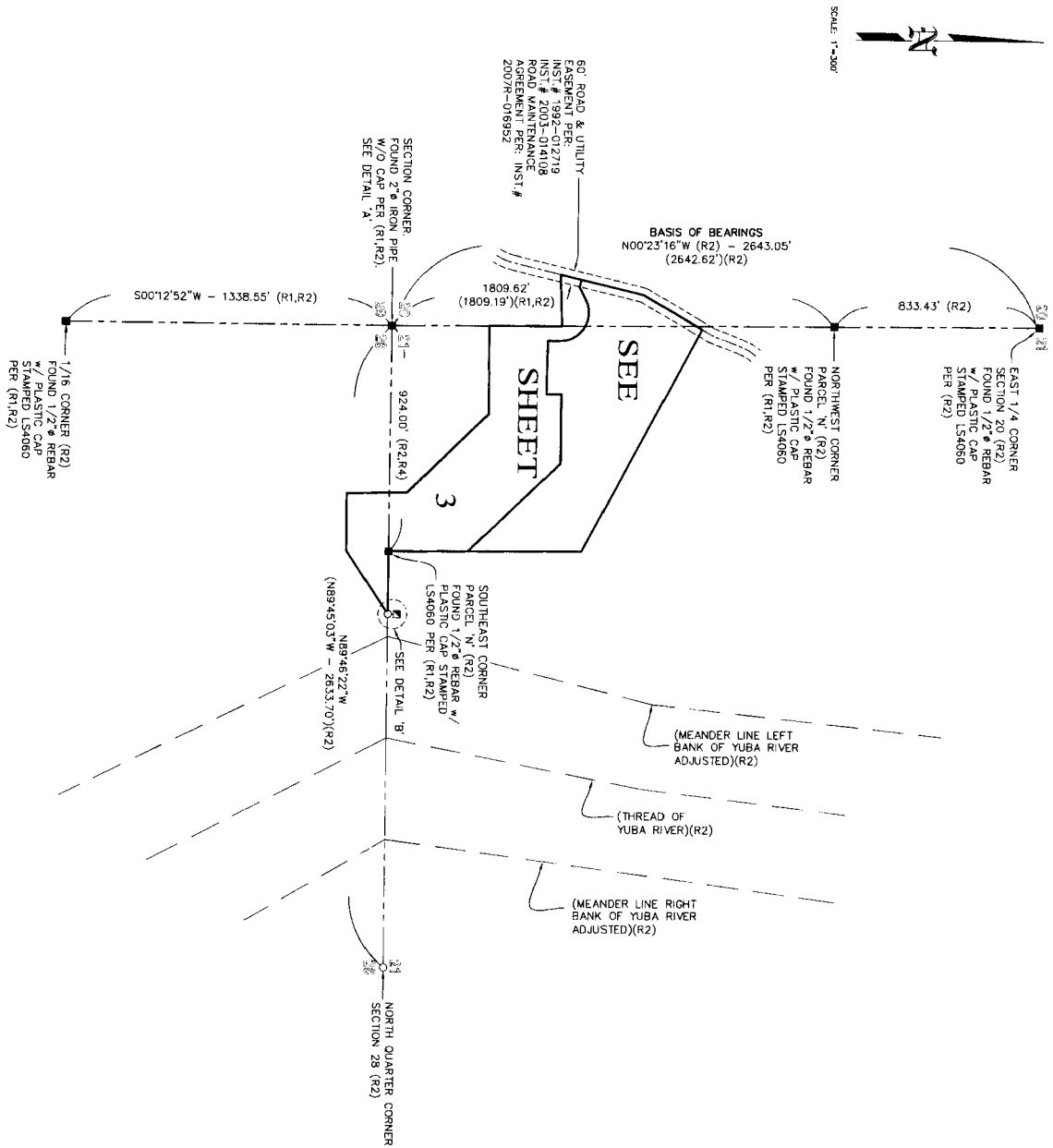
**TRACT MAP 2014-0003 (TSTM 2012-0001)  
BECK SUBDIVISION**

FOR  
MAUREEN F. BECK, JAMES L. HANNUM  
& HELENA L. HANNUM

BEING A DIVISION OF PARCEL 3 OF PARCEL MAP NO. 1998-06  
RECORDED AT BOOK 88 OF MAPS AT PAGE 13, YUBA COUNTY OFFICIAL  
RECORDS, ALSO BEING A PORTION OF SECTION 20, 21 AND 28, T.16N.,  
R.1E., MOUNT DIABLO BASE AND MERIDIAN.

YUBA COUNTY, CALIFORNIA  
NOVEMBER, 2013

- NOTES:**
1. OWNER'S STATEMENT, STATEMENT OF TAX STATUS, AND ADDITIONAL INFORMATION ADDITIONAL INFORMATION DOCUMENTS FOR TRACT MAP 2014-0003 CONTAINING INFORMATION NOT INTENDED TO AFFECT RECORD TITLE INTEREST BUT WHICH REFLECT CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP ARE BEING CONCURRENTLY RECORDED AT DOCUMENT NO. \_\_\_\_\_ OFFICIAL RECORDS OF YUBA COUNTY.
  2. THERE IS NO ASSURANCE THAT UNDERGROUND WATER SOURCES EXIST WITHIN THE LIMITS OF THE HEREON SHOWN PARCELS WHICH WILL BE ADEQUATE IN SUFFICIENT QUANTITY OR QUALITY TO MEET FUTURE NEEDS. DEVELOPER(S) OF THE PARCELS HEREON RELATED WILL BE RESPONSIBLE FOR DEMONSTRATING THAT ADEQUATE ON-SITE WATER IS AVAILABLE FOR THE PROPOSED USE OF THE PARCELS. SURFACE WATER (I.E. SPRINGS, CREEKS, IRRIGATION DITCHES, ETC.) IS NOT AN APPROVED DOMESTIC POTABLE WATER SOURCE.
  3. ALL FUTURE STRUCTURES MUST MAINTAIN A 30 FOOT SETBACK FROM ALL PROPERTY LINES AND A 500 FOOT SETBACK FROM THE YUBA RIVER.



TRACT MAP 2014-0003 (TSTM 2012-0001)  
BECK SUBDIVISION

FOR  
MAUREEN E. BECK, JAMES L. HANNUM  
& HELENAL L. HANNUM

BEING A DIVISION OF PARCEL 3 OF PARCEL MAP NO. 1998-06  
RECORDED AT BOOK 88 OF MAPS AT PAGE 13, YUBA COUNTY OFFICIAL  
RECORDS, ALSO BEING A PORTION OF SECTION 20, 21 AND 28, T.16N.,  
R.6E., MOUNT DIABLO BASE AND MERIDIAN.

YUBA COUNTY, CALIFORNIA

NOVEMBER, 2013

PREPARED BY:  
LAUREN AND SPENCE 1008 LIVE OAK BLVD., YUBA CITY, CA 95991 JOB # 107708

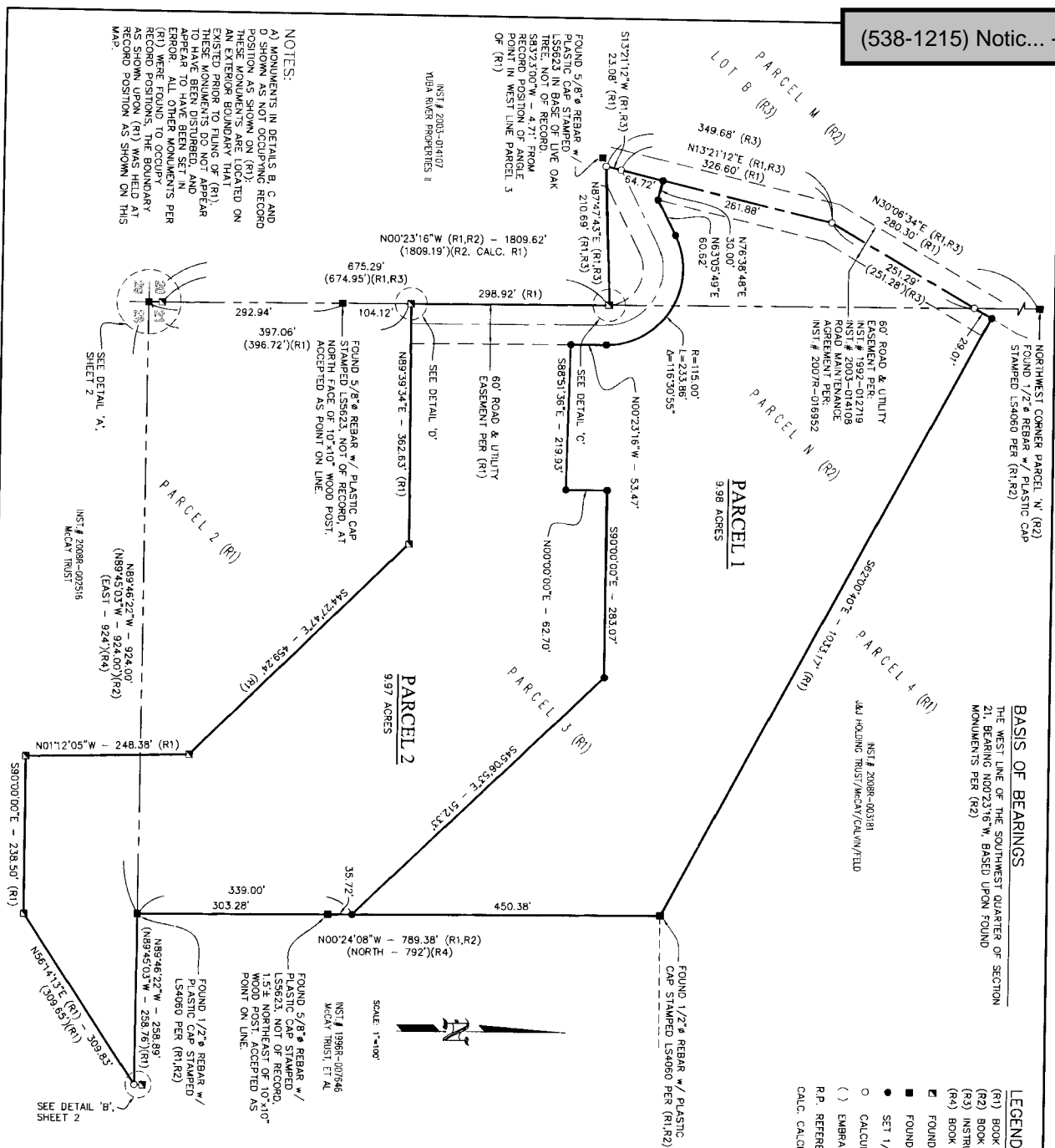
SHEET 2 OF 3

NORTHWEST CORNER PARCEL N' (R2)  
FOUND 1/2" REBAR w/ PLASTIC CAP  
STAMPED LS4060 PER (R1,R2)

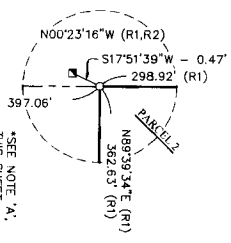
**BASIS OF BEARINGS**  
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, BEARING N00°23'16"W, BASED UPON FOUND MONUMENTS PER (R2)

**LEGEND**

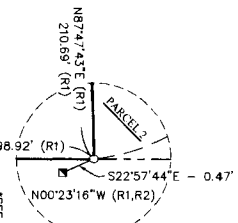
- (R1) BOOK 88 MAPS, PAGE 13, P.M. 98-06, YUBA CO. OFFICIAL RECORDS
- (R2) BOOK 67 MAPS, PAGE 17, R.O.S. 95-24, YUBA CO. OFFICIAL RECORDS
- (R3) INSTRUMENT NO. 2003-014107, YUBA CO. OFFICIAL RECORDS
- (R4) BOOK 49 DEEDS, PAGE 449, YUBA CO. OFFICIAL RECORDS
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED LS5623 PER (R1)
- FOUND MONUMENT AS DESCRIBED
- SET 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED LS4144
- CALCULATED POINT, NOTHING FOUND OR SET
- EMBRACES RECORD DATA
- R.P. REFERENCE POINT
- CALC. CALCULATED



**DETAIL 'D'**  
NOT TO SCALE



**DETAIL 'C'**  
NOT TO SCALE



**TRACT MAP 2014-0003 (TSTM 2012-0001)**  
**BECK SUBDIVISION**

FOR  
**MAUREEN F. BECK, JAMES L. HANNUM**  
**& HELENAL L. HANNUM**  
BEING A DIVISION OF PARCEL 3 OF PARCEL MAP NO. 1998-06  
RECORDED AT BOOK 88 OF MAPS AT PAGE 13, YUBA COUNTY OFFICIAL  
RECORDS, ALSO BEING A PORTION OF SECTION 20, 21 AND 28, T18N.,  
R.6E., MOUNT Diablo BASE AND MERIDIAN.  
YUBA COUNTY, CALIFORNIA  
NOVEMBER, 2013  
PREPARED BY:  
LAUGHLIN AND SPENCE, 1008 LIVE OAK BLVD., YUBA CITY, CA 95991 JOB # 107789  
SHEET 3 OF 3

# *The County of Yuba*

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**Office of the County Administrator**

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Robert Bendorf, County Administrator

**TO:** Yuba County Board of Supervisors  
**FROM:** Robert Bendorf, County Administrator *RB*  
**SUBJECT:** Three Rivers Levee Improvement Authority - Employment Contract Extension  
for the Executive Director  
**DATE:** December 15, 2015

## **RECOMMENDATION**

It is recommended that the Board of Supervisors approve the attached contract extension for Paul Brunner, Executive Director of the Three Rivers Levee Improvement Authority (TRLIA), contingent upon approval by the TRLIA Board of Directors, and authorize the Chairperson to execute the same.

## **BACKGROUND / DISCUSSION**

The current contract for Mr. Brunner expires December 31, 2015. TRLIA is recommending a two year contract extension through December 2017. Attached is the contract extension which reflects no change to the salary, benefits or working conditions.

Attached to this report is the TRLIA draft staff report for the contract extension, providing the background and purpose of the contract extension. The TRLIA Board will consider approving the contract extension at its December 15, 2015 meeting.

## **COMMITTEE**

This item was not presented to committee as two members of the Board of Supervisors sit as members of the TRLIA Board of Directors.

## **FISCAL IMPACT**

The cost of this extension is included in the TRLIA approved budget for FY 2015-16 and is subject to TRLIA budget approval for the remainder of the contract term.



## THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

December 15, 2015

TO: Three Rivers Levee Improvement Authority Board

FROM: Andrea Clark, General Counsel

SUBJECT: Extension of Paul Brunner Employment Agreement

### **Recommended Action**

Approve the attached extension providing for Paul Brunner to continue to function as Executive Director until December 31, 2017.

### **Background**

Upon its creation, Three Rivers Levee Improvement Authority (TRLIA) was run by the County Chief Administrative Officer (CAO). However, as TRLIA activities increased it became apparent that TRLIA activities would swamp a CAO who would need to also focus on County activities.

On May 16, 2006, Paul Brunner was hired as the first full-time Executive Director of TRLIA. Paul was hired by the County (in order to not have TRLIA create an employee structure), but was to be directed by the TRLIA Board of Directors and paid for using TRLIA funds. Since 2006, Paul Brunner's contract has been extended in 2009, 2011 and 2013, and is currently scheduled to expire on December 31, 2015.

### **Discussion**

TRLIA has made significant progress toward its goal of providing 200-year protection to the RD 784 basin. However, several important tasks remain: completion of 100-year and 200-year protection in the Goldfields area; WPIC 200-year work; creation of habitat mitigation area in the Feather Setback Area; completion of final accounting packages for all outstanding State grant agreements; and continued operation of the TRLIA O&M assessment. For this reason, it makes sense for TRLIA to continue to have a dedicated Executive Director.

However, because of the decreasing work load, Mr. Brunner's current contract allows him to work less (and be paid for less) than full time, and the proposed extension contract continues that structure. As in 2013, the proposed extension does not increase compensation or benefits; rather, it simply extends the length of the contract by two years.

**Fiscal Impact**

(539-1215) Appro... - 3 of 6

Compensation for Mr. Brunner's contract is already contained within the approved TRLIA budget.

**Attachment:**

- Proposed Extension.

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**EXTENSION TO  
EMPLOYMENT AGREEMENT AMONG THE THREE RIVERS  
LEVEE IMPROVEMENT AUTHORITY,  
THE COUNTY OF YUBA,  
AND PAUL G. BRUNNER**

This Extension to Employment Agreement among the Three Rivers Levee Improvement Authority, the County Of Yuba, and Paul G. Brunner ("Extension") is entered into on the \_\_\_\_ day of December, 2015, between the Three Rivers Levee Improvement Authority ("Authority"), the County of Yuba ("County"), and Paul G. Brunner ("Employee")

**RECITALS**

WHEREAS, on May 16th, 2006, the Authority, the Employee, and the County entered into an Employment Agreement whereby Employee was retained as Executive Director of the Authority; and

WHEREAS, the Authority, the County, and the Employee desired on January 22, 2008, August 18, 2009, December 13, 2011, and December 10, 2013 to extend the employment relationship and did so; and

WHEREAS, the Authority, the County, and the Employee desire to again extend the employment relationship by an additional two years from the expiration of the term of the Employment Agreement (i.e., until December, 31, 2017), with the changes noted herein.

**AGREEMENT**

1. Incorporation of Recitals.

The foregoing recitals and the introductory paragraph are hereby incorporated into the Agreement.

2. Extension of Term.

The first sentence of Section 4 of the Employment Agreement shall be amended to delete the date of "**December 31, 2015**" and to replace that date with "**December 31, 2017.**"

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////

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3. Remainder of Employment Agreement. The remainder of the employment agreement shall remain in effect without change.

IN WITNESS WHEREOF, Authority, County, and Employee have caused this Extension to be signed and executed on the dates of their respective signatures.

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

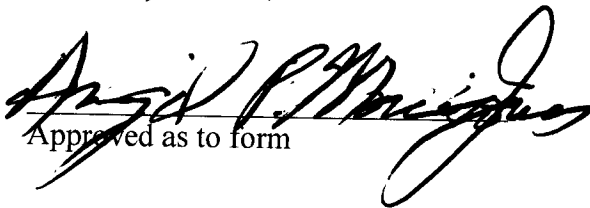
AUTHORITY

\_\_\_\_\_  
Approved as to form

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

Date: 11/23/15

COUNTY

  
Approved as to form

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

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

EMPLOYEE

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



# COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES

(540-1215) Adopt... - 1 of 4 **F**  
 COUNTY ADMINISTRATOR  
 DIRECTOR OF EMERGENCY SERVICES  
**SCOTT BRYAN**  
 EMERGENCY OPERATIONS MANAGER  
**HOLLY POWERS**  
 EMERGENCY OPERATIONS PLANNER

### Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager  
 Holly Powers, Emergency Operations Planner *HP*

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: December 15, 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 November 17, 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.

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

**RESOLUTION:**

<p><b>THE BOARD OF SUPERVISORS</b></p> <p><b>ADOPT A RESOLUTION</b></p> <p><b>PROCLAIMING THE EXISTENCE OF</b></p> <p><b>AN ONGOING LOCAL DROUGHT</b></p> <p><b>EMERGENCY IN THE COUNTY OF</b></p> <p><b>YUBA.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>RESOLUTION NO. _____</b></p>
--	---	------------------------------------

**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:

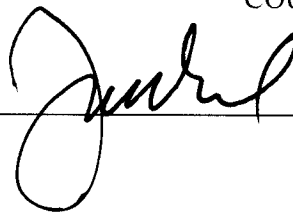
ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_

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# 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



(541-1215) Award... - 1 of 38

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

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** December 15, 2015

**SUBJECT:** Board of Supervisors Approval and Authorization to Award Contracts for Counseling, Therapeutic and/or Evaluation Services and for the Chair to Execute the Service Agreements

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve and authorize the award of two additional Health and Human Services Department (HHSD) contracts for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services Division (CWS) program to: Jessica Alcantar, MFT, and Michael Prothero, MFT. It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, the resultant counseling and therapeutic service agreements and to amend such agreements as necessary.

**BACKGROUND:** The County is required to provide counseling, therapeutic, and/or evaluation services to qualified children and families in the CWS program. On June 23, 2015, the Board approved the Request for Proposals submitted by HHSD to solicit proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents and families of CWS. On September 15, 2015, the Board authorized awarding contracts to Pannell Counseling Services, Wendy Lyle, Ph.D., and Edward Prothero, LMFT.

**DISCUSSION:** HHSD received several proposals from qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents and families of CWS. HHSD contracted with the three professionals named above. However, the current case load is too much for the three contractors to handle so HHSD would like to contract with the next two highest scoring proposals, Jessica Alcantar and Michael Prothero.

**COMMITTEE:** The Health and Human Services Committee was by-passed as the Request for Proposals was approved by the Board on June 23, 2015.

**FISCAL IMPACT:** Approval of this authorization will not impact County General Funds. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal dollars.

COUNTY OF YUBA  
HEALTH AND HUMAN SERVICES DEPARTMENT  
REQUEST FOR PROPOSAL

*Counseling, Therapeutic and/or Evaluation Services*



**PROPOSAL CLOSING DATE:**

**Wednesday, July 29, 2015  
at 4:00pm (PST)**

**NOTE:** It is the applicant's responsibility to check the County solicitation Website, see address below, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

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## **INTRODUCTION**

Yuba County, through its Health and Human Services Department (County), is soliciting proposals from qualified licensed professionals to provide counseling, therapeutic and/or evaluation services to children, parents and families of Child Welfare Services (CWS) Programs.

This RFP outlines the scope of services, information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. Please review the document carefully to ensure you are familiar with the County's requirements.

### **I. SCOPE OF WORK**

The County will accept proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families referred for services by CWS for the purpose of strengthening families, removing barriers, and/or supporting the family reunification process. The primary client base to be served is children, parents, and families dealing with individual and family issues.

Contracted service providers for CWS clients will:

- A. Provide individual counseling, and/or evaluation/assessment services to children, parents, and families.
- B. Provide progress reports, court ordered mental health assessments and/or psychological evaluations to the courts and/or County.
- C. Provide court testimony regarding treatment, assessments, service provided, recommended services and/or progress.
- D. Provide culturally competent services to the diverse ethnic, linguistic, cultural or socio-economic populations.
- E. Maintain adequate files and records.

### **II. RFP TIMELINE**

The following timeline represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between **8:00 a.m. and 4:00 p.m., Pacific Standard Time (PST).**

EVENT	TIME	DATE	DAY
RFP Issued		June 23, 2015	Tuesday
Open Applicant's Conference (Program Manager will be available to answer questions during this time frame)	9:00 a.m. - 2:00 p.m.	July 7, 2015	Tuesday
Written Questions/Comments Due	4:00 p.m.	July 16, 2015	Thursday
Addenda Issued/Posted		July 23, 2015	Thursday
<b>Response Submission Deadline</b>	<b>4:00 p.m.</b>	<b><u>July 29, 2015</u></b>	<b>Wednesday</b>
<i>No response will be accepted after this date and time.</i>			
Evaluation Process begins		July 30, 2015	Thursday
Notice of Intent to Award Protest/Appeal period begins		August 5, 2015	Wednesday
<b>Deadline to submit Protest/Appeal letters</b>	<b>4:00 p.m.</b>	<b>August 12, 2015</b>	<b>Monday</b>
Board of Supervisor's approval and authorization to award contract(s) is tentatively scheduled for the August 25, 2015, Board of Supervisor's agenda			

#### A. INFORMATIONAL APPLICANT'S CONFERENCE

It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an informational Applicant's Conference will be held to explain service requirements and to answer questions regarding completion of proposals, time frames, and the RFP process:

Date: July 7, 2015  
 Time: 9:00 a.m. – 2:00 p.m. PST  
 Location: Yuba County Health & Human Services Department  
 Yuba River Conference Room  
 5730 Packard Avenue, Suite 100  
 Marysville, CA

It is the applicant's responsibility to check the County solicitation Website (see address below) or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

The County's website will be the official notification posting place of all Amendments and Addenda's to the RFP. Go to

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

## **B. SUBMISSION OF PROPOSAL**

One (1) original and four (4) copies (5 total) must be received and date stamped by County no later than **4:00 p.m. (PST) on July 29, 2015**. Faxed proposals will not be accepted. Proposals must be in sealed envelopes and clearly labeled "Counseling, Therapeutic and/or Evaluation Services Proposal" on the outside and delivered to the Main reception area at:

Yuba County Health and Human Services Department  
5730 Packard Avenue, Suite 100  
Marysville, California  
Attn: Erich Runge, Program Manager

It is the Applicant's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the specified date and time will NOT be considered.**

## **III. PROPOSAL RESPONSE**

Proposals must include the information that is specifically requested herein as well as such additional information as Applicant deems relevant to the process. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Proposals must be developed in accordance with the described format.

**FORMAT:** Sections notated with "[Narrative]" should meet the following formatting requirements:

8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of six (6) pages of *narrative* (the total pages does not include requested attachments, i.e. Application, Attachments, proof of insurance, Board Resolution, Letters of Support, licenses/certificates, etc.) identifying each segment by corresponding number in addressing the following. Proposals that deviate from this format *will not* be considered.

The proposal should include the following components in the order described below. Use forms where provided. A proposal lacking any of the following information may be deemed non-responsive:

**A. Application**

Using the form titled "APPLICATION" (Attachment 1) provide all requested information including original signature of agency official authorized to submit the proposal and thereby commit the agency to the obligations contained in the RFP response. Further the signing and submission of a response shall indicate the intention of the Applicant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

**B. Statement of Experience [Narrative]**

Provide a summary of your experience in providing services described in the scope of work and include the number of years in business, years of experience providing such services or equivalent or related services.

**C. Qualifications [Narrative and Attachments]**

1. Complete the Provider Questionnaire (Attachment 2) which provides general information about your practice.
2. For each key staff member that will provide services, provide brief information regarding their background (license, certification, etc.), years of experience in the field, years with your practice/facility, ability to conduct proposed services.
3. Describe how capacity will be maintained with current participating clients and future referrals (i.e. do you have adequate staff, time, etc. to handle the increased workload).
4. Please advise whether you are a Medi-Cal Provider (you do not have to be a Medi-Cal Provider to be considered, this is for informational purposes only).
5. References: List of the names, titles and contact information of three (3) professional and/or character references.
6. Provide details of any failure or refusal to complete a contract.
7. Provide an explanation of any litigation involving the prospective contractor or any principal officers thereof, in connection with any contract.
8. Proof of Insurance Coverage: Provide proof of required insurance as described in Attachment E of the sample contract in Attachment 4 of this RFP.
9. Board Resolution (*if applicable*): For 501(c)3 agency's, a copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501(c) (3), including Employer ID Number, must

be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

The county may request additional information the county determines is necessary for an accurate determination of the applicant's qualifications to perform services.

#### **D. Rate Schedule**

Complete and attach the rate questionnaire (Attachment 3) which will provide a breakout of your rate for specific services to be provided.

### **IV. EVALUATION CRITERIA**

The contract, if awarded, will be awarded to the Applicant(s) whose proposal is considered the *best value* to the County as interpreted by the County. Best value will be determined based on the following evaluation criteria and point value:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Capacity to perform required Scope of Work	20
Experience and ability to do required tasks	50
Proposal Pricing	20
Compliance in submitting required RFP documents	<u>10</u>
<b>Total</b>	<b>100</b>

### **V. THE RFP SELECTION PROCESS**

- A. Proposals will be reviewed by a committee for completeness and adherence to RFP instructions. The Committee will evaluate and score proposals. They may require interviews during scoring to discuss proposals.
- B. Submissions which are deemed incomplete may be eliminated as not being responsive. Responsiveness means an Applicant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- C. A "Responsible Contractor/Applicant" shall mean an Applicant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
- D. The County reserves the right to award a contract to the applicant(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

- E. Upon recommendation from the review committee and approval by the Board of Supervisors, qualified Applicant(s) will be selected to provide services to Yuba County clients upon contract commencement date through June 30, 2018. At the County's discretion, the contracts may be renewed for additional terms based on the availability of funding and contractor's performance.
- F. Applicant(s) shall agree to and sign a contract with the County; final terms of the contract will be negotiated with the selected Applicant(s) and incorporated in the contract. Contracts awarded will contain at least, but shall not be limited to, the provisions outlined in the Agreement for Professional Services (Sample Contract – Attachment 4).
- G. The County will notify all proposers whether or not they are selected for the subject services.
- H. It is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public.

## **VI. COUNTY NOTICES**

### **A. County Contact**

Any questions related to this RFP should be directed to the county contact person by email: [erunge@co.yuba.ca.us](mailto:erunge@co.yuba.ca.us)

All communications during this process should be directed to the appropriate county contact listed above. Any applicant that makes any effort to communicate with any elected or appointed officials of Yuba County, either directly or indirectly, during this process will be EXCLUDED from consideration.

### **B. Conflict of Interest**

Any agency or person considering doing business with Yuba County Government must disclose the agency or person's affiliation or relationship that might cause a "Conflict of Interest" with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Submitter's submittal.

### **C. General Notices**

All applicants responding to this RFP should note the following:

1. Yuba County reserves the right to:
  - Reject any or all submittals
  - Request clarification of any submitted information
  - Waive any informalities or irregularities in any qualification statement

- Not enter into any agreement
  - Not to select any applicant
  - Cancel this process at any time
  - Amend this process at any time
  - Interview applicants prior to award and request additional information
  - Enter into negotiations with one or more applicants
  - Award more than one agreement if it is in the best interest of the county
  - Issue similar RFPs or RFQs in the future.
2. Addenda posting and notifications must be done at least 72 hours before the RFP closing. All addenda information can be found at:  
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>
  3. Any and all costs arising from this RFP process incurred by any applicant shall be borne by the applicant without reimbursement by Yuba County.
  4. Acceptance by Yuba County of any proposal submitted pursuant to this RFP shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Services.
  5. County will verify applicant, its principal and any named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

## **VII. PROTESTS AND/OR APPEALS**

Protests or Appeals with respect to the solicitation or award of the RFP will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service as well as the Yuba County Purchasing and Contract Policy Manual which states in part:

### **10.0 Protest and Appeals**

*Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.*

### **10.1 Director of Administrative Services**

*The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:*

- (a) State the reason for the action taken;*
- (b) Inform the protestants' that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

The written protest must be delivered no later than **August 10, 2015**, to:

**Doug McCoy, Director**  
Administrative Services  
915 8<sup>th</sup> St. Suite 119  
Marysville, California 95901



## ➤ Attachment 1 - Application

## APPLICATION

<i>(County Use Only)</i>	
<b>RFP Application #:</b> _____	<b>Date &amp; Time received:</b> _____ / _____

**Yuba County Health and Human Services  
Counseling, Therapeutic and/or Evaluation Services**

**Application**

**Agency Name:****Date:****Mailing Address:****Contact Person:****Phone:**

**Authorization to Submit this Proposal:** Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

**Certification:** I certify that all statements in the proposal and attachments are in all respects true and correct. Failure to provide true and correct statements and information shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the county, of declaring any contract made as a result thereof to be void.

In addition, by submission of a proposal, Applicant attests to having possession of a duly issued valid license issued by the State of California. Such license authorizes Applicant to contract to perform type of work required by the specifications. Should the Applicant fail to provide the number and classification of Applicant's State of California License and/or Certification, the County may reject your Proposal.

**Authorized Agency Official:**


---

**Name and Title**


---

**Signature**

***RFP Application Submission Checklist***

- ☐ Attachment 1 – Application
- ☐ Attachment 2 – Provider Qualification Questionnaire
- ☐ Attachment 3 – Provider Rate Questionnaire
- ☐ Narrative Responses from Pages 4 and 5 of the RFP
- ☐ Proof of Insurance Coverage (#9 from Qualifications Section)
- ☐ Board Resolution (*if applicable*) (#10 from Qualifications Section)

Please return all documents to Erich Runge, 5730 Packard Avenue, Suite 100, Marysville, CA 95901, **no later than 4:00 p.m. on Wednesday, July 29, 2015.**

➤ **Attachment 2 – Provider Qualifications Questionnaire*****Please complete the following.***

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

License #  
and Type: \_\_\_\_\_

1. Which age groups do you serve? (check all that apply)

- ☐ Adults
- ☐ Adolescents 12-17 years of age
- ☐ Children 11 and under, *please specify youngest age:* \_\_\_\_\_

2. Which types of counseling services do you provide?

- ☐ Trauma Focused
- ☐ Domestic Violence Treatment (perpetrators and victims)
- ☐ Dual Diagnoses (mental health and substance abuse disorders)
- ☐ Behavior Modification
- ☐ Anger Management
- ☐ Group Therapy - Indicate type:
- ☐ Social skills group
- ☐ Father mentoring groups
- ☐ Dialectical behavioral therapy
- ☐ Domestic violence groups
- ☐ Other (please specify): \_\_\_\_\_
- ☐ Cognitive Behavioral Therapy
- ☐ Parent/Child Focused, please specify: \_\_\_\_\_
- ☐ Other, please specify: \_\_\_\_\_

3. Do you provide evaluation services for:

- ☐ Psychological testing – Adults
- ☐ Psychological testing – Child/Adolescent
- ☐ Parent/Child Attachment Assessment

4. List all evidence-based practices you are qualified to provide:

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5. Do you speak any language other than English (including American Sign Language)? ☐ Yes ☐ No

Specify language(s) and fluency level. \_\_\_\_\_

6. Describe your experience in providing counseling services. Include the number of years in business and your experience working with a diverse clientele.

\_\_\_\_\_

7. What are your office hours?

Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

8. Please provide a copy of your Insurance Policy.

9. Additional information/comments:

\_\_\_\_\_

➤ **Attachment 3 – Provider Rate Questionnaire**

***Please complete the following.***

Fill in your rate to the services you can provide and mark the appropriate option for each service you provide:

<b>Counseling and Evaluation Services</b>	<b>Rate</b>	<b>Mark one of the options. (If session is marked, please provide approximate hours per session (.5, 1.5, 2.0, etc.)</b>
Initial interview	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Individual/Family Counseling and/or Psychotherapy	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Counseling & Consultation	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Consultation (office)	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Consultation (out of office)	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Court Testimony, Professional Opinions	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Standby for Court	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Attendance at Family Team Conference (per meeting)	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session
Mental Health Assessment	\$	<input type="checkbox"/> Hour <input type="checkbox"/> Session

➤ **Attachment 4 - Sample Contract****AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for counseling, evaluation, and therapeutic services for Child Welfare children and families ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name  
"CONTRACTOR"

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

**OPERATIVE PROVISIONS****1. SERVICES.**

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

**2. TERM.**

Commencement Date: *TBD*

Termination Date: June 30, 2018

The term of this Agreement shall become effective on \_\_\_\_\_, and shall continue in force and effect for a period of \_\_\_\_\_ ( ) year (s), unless sooner terminated in accordance with the terms of this Agreement. Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement shall be automatically extended from the termination date for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the

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

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

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

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Director of Health and Human Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Fee Schedule
- Attachment H – Invoice Format
- Attachment I – Vendors Assurance of Compliance (CR-50)

**9. TERMINATION.** COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2015.

**"COUNTY"**  
**COUNTY OF YUBA**

**"CONTRACTOR"**

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

\_\_\_\_\_  
Signor's Name, Signor's Title  
Vendor Name

Resolution No. 2015-\_\_\_\_\_

**INSURANCE PROVISIONS APPROVED**

\_\_\_\_\_  
Jill Abel,  
Interim Human Resource Manager

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**

**RECOMMENDED FOR APPROVAL:**

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

\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and  
Human Services Department



## ATTACHMENT A

### SCOPE OF WORK

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

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.1.1.** *(Upon completion of contract negotiations, and as a component for finalizing the contract documents, the Scope of Work will be drafted and inserted here detailing the required performance of the Contractor during the contract term).*

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

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

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

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## **ATTACHMENT B PAYMENT**

*Note: Upon completion of contract negotiations, and as a component for finalizing the contract documents, any additional information relating to the Payment for Services will be drafted and inserted into this attachment.*

**B.1** COUNTY shall pay CONTRACTOR as follows:

**B.1.1.** COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by COUNTY.

**B.1.2.** CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H – Invoice Format no later than the tenth (10th) day of the month following provision of services.

**B.1.4** COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

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

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

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**ATTACHMENT C****ADDITIONAL PROVISIONS**

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

**C.2 HEALTH AND SAFETY STANDARDS.** CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

**C.3 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

**C.4 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

**C.5 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.6 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

**C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.8 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any

manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.9 PROVISIONAL LIMITATION.** It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

**C.10 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION.** The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.

**C.11 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.12 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.epls.gov](http://www.epls.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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## ATTACHMENT D

### GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

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

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

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

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

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

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

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

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

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

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

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

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

Health and Human Services Department  
County of Yuba  
Jennifer Vasquez, Director  
P.O. Box 2320  
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Vendor Name  
Attn: Authorized Contract Signor and/or Contact  
Address  
City, State, Zip

**ATTACHMENT E****INSURANCE PROVISIONS**

**E.1 INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

**E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

**E.2.1 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.

**E.2.2 Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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.

**E.2.3 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.

**E.2.4 Professional Liability (Errors and Omissions)** Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**E.3 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**E.4 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 CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR 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 CONTRACTOR'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).

**E.5 Primary Coverage.** For any claims related to this contract, **CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.

**E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

**E.7 Waiver of Subrogation.** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR 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.

**E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**E.9 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.

**E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

**E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**E.10.3** 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**E.11 Verification of Coverage.** CONTRACTOR 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 CONTRACTOR'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.

**E.12 Subcontractors.** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**E.13 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.

**ATTACHMENT F****CONFIDENTIALITY PROVISIONS AND STATEMENTS****F.1 INTRODUCTION.**

For the purposes of carrying out a contract for \_\_\_\_\_ (example: software and software licensing) entered into between the COUNTY and \_\_\_\_\_, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

**F.2 DEFINITIONS.**

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

**F.3 BACKGROUND.**

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the

CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

#### **F.4 PROVISIONS.**

**F.4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**F.4.2.1** Securing all areas where confidential information is maintained and/or stored;

**F.4.2.2** Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**F.4.2.3** Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

**F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Erma Thurman, Yuba County Privacy Officer  
Phone: (530) 749-6356 or (530) 749-6311  
E-Mail: [ethurman@co.yuba.ca.us](mailto:ethurman@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)



**ATTACHMENT G****FEE SCHEDULE**

<b>Type of Service</b>	<b>FEE</b>
<b><u>Evaluation Services</u></b>	
Initial Interview	_____/hr.
Testing	_____/hr.
Psychological Evaluation	_____/hr.
<b><u>Psychotherapy Services</u></b>	
PhD: Individual/Family	_____/hr.
LCSW: Individual/Family	_____/hr.
MFT: Individual/Family	_____/hr.
<b><u>Counseling and Consultation Services</u></b>	
Individual Counseling	_____/hr.
LMFT: Individual Counseling	_____/hr.
Consultation (Office)	_____/hr.
Consultation (Out of Office)	_____/hr.
Court Testimony, Professional Opinions or	_____/hr.
Treatment Updates	_____/hr.
Psychological Assessment	_____/hr.
Attendance at Family Team Conference	_____/meeting

## ATTACHMENT H

## INVOICE FORMAT

<b>Contractor's Name and Address</b>		<b>Contact Name and Phone Number</b>		
Vendor Name Vendor Address Vendor Address		Vendor Contact Person Phone: FAX: E-Mail		
<b>Program</b>		<b>Period of Service/Invoice Number</b>		
CWS Therapeutic				
<b>Client ID</b>	<b>Type of Service</b>	<b>Rate/HR</b>	<b># of Hrs of Service</b>	<b>Amount</b>
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>GRAND TOTAL</b>				<b>\$ -</b>

## Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

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 Authorized Signer

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 Date

Mail original and back-up documentation to:  
 Yuba County Health and Human Services Department  
 Attention: Administration/Finance  
 P.O. Box 2320  
 Marysville, CA 95901

**ATTACHMENT I**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE YUBA COUNTY**  
**WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of vendor/recipient  
CR50-Vendor Assurance of Compliance

(08/13/01)

# The County Of Yuba

542-1215

(542-1215) Appro... - 1 of 4

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## PROBATION DEPARTMENT

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JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



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

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### BOARD MEMO

**TO:** Board of Supervisors

**FROM:** Probation / Juvenile Hall – Theresa Dove Weber, Superintendent of Institutions

**SUBJECT:** Juvenile Institutions Staffing Increase

**DATE:** December 15, 2015

#### *Recommendation*

Approve three additional Juvenile Corrections Officer I/II allocations and one new Intervention Counselor I/II allocation for legal operation of the Juvenile Institutions.

#### *Background*

The most recent Board of State and Community Corrections Inspection determined the Tri-County Juvenile Rehabilitation Facility was operating in violation of the California Code of Regulations, Title 15, Sections, 1321 and 1322. Further, the facility will be in violation of Title 15, Section 1355 if staffing is not increased to complete assessments and case plans for youth detained beyond 30 days.

#### *Discussion*

Tri County Juvenile Rehabilitation Facility is requesting an increase by three Juvenile Corrections Officer I/II allocation in order to gain compliance with Title 15, Sections, 1321 and 1322. Title 15, Section 1321 requires an adequate number of shift supervisors to supervise correctional officers. Currently, the shift supervisors are unable to perform supervisory functions as they are providing direct child supervision due to a shortage of Juvenile Corrections Officers. Title 15, Section 1321(g)(1)(A) and (B) requires one wide-awake youth supervision staff member on duty for each 10 youth in detention. Title 15, Section 1322 requires child supervision staff to attend Juvenile Correctional Officer Core training prior to assuming primary responsibility for supervision of youth pursuant to Penal Code Section 6035.

The current Juvenile Corrections Officer I/II allocations does not support a detained population above 20 youth per day. The population has been above 20 youth per day 100% of the calendar and fiscal year.

Additionally, Facility requests to add an Intervention Counselor I/II allocation to gain compliance with Title 15, Section 1355, which requires facilities to develop and implement an assessment and case plan for youth, held beyond 30 days and prior to the 40<sup>th</sup> day of confinement.

Currently, there is not adequate staffing to complete the case plan requirements as detailed in Title 15, Section 1355 of the California Code of Regulations.

*Committee Action:*

The Tri-County Juvenile Rehabilitation Facility Oversight Committee convened for a special meeting on November 30, 2015 to address the staffing shortage of the juvenile institutions. After review of an extensive staffing report and discussion, the following action was taken by the committee.

**MOTION:** Move to approve a recommendation to the Board of Supervisors to increase by three, the Juvenile Corrections Officer allocation, and add one Intervention Counselor allocation at the Tri-County Juvenile Rehabilitation Facility. – Sutter County Supervisor, Ron Sullenger

**SECOND:** Colusa County Supervisor, Kim Vann

**AYES:** Supervisor Sullenger, Supervisor Vann, Supervisor Andy Vasquez

**NOES:** None

**MOTION APPROVED**

*Fiscal Impact:*

It is anticipated the addition of the four new allocations will have a nearly cost neutral impact for the remainder of the 2015/16 fiscal year as a result of existing vacancies in the first half of the current fiscal period.

Attachment

**MINUTES**  
**Tri-County Juvenile Rehabilitation Facility Oversight Committee**  
November 30, 2015  
Yuba County Government Center "Wheatland Room"

**COMMITTEE MEMBERS:**

Colusa County: Supervisor Marshall (Vice Chair)/ Supervisor Vann-Alternate  
Sutter County: Supervisor Sullenger / Supervisor Flores- Alternate  
Yuba County: Supervisor Vasquez (Chair) / Supervisor Nicoletti - Alternate

**PRESENT:**

Jim Arnold	Chief Probation Officer, Yuba County
Robert Bendorf	County Administrative Officer, Yuba County
Donna Garcia	Chief Probation Officer, Sutter County
Tony Hobson	Assistant Director, Sutter Yuba Mental Health
Jerry Munoz	Deputy Chief Probation Officer, Colusa County
Robert Muszar	Interim County Administrative Officer, Colusa County
Jan Rockwell	Administrative Services Officer, Tri-County Juvenile Facility
Doug McCoy	Director, Administrative Services, Yuba County
Steve Smith	Deputy Chief Administrative Officer, Sutter County
Ron Sullenger	Board of Supervisors, Sutter County
Kim Vann	Board of Supervisors, Colusa County
Andy Vasquez	Board of Supervisors, Yuba County

**1. Call To Order:**

The meeting was called to order by Supervisor Vasquez at 9:00 a.m. Supervisor Vasquez turned the floor over to Chief Arnold.

**2. Action Item Requiring a Vote**

- a.** Recommendation to increase Juvenile Corrections Officer position allocation and add an Intervention Counselor allocation

Chief Arnold recapped information provided at the meeting of October 30, 2015, in the Institutions Staffing Report prepared by Superintendent of Institutions, Theresa Dove Weber. Specifically, to increase by three, the Juvenile Corrections Officer allocation to gain compliance with Title 15, Section 1321. Further, add one Intervention Counselor allocation to provide case management requirements as detailed in Title 15, Section 1355.

Chief Arnold responded to questions from Mr. Muszar and Supervisor Vann.

**MOTION:** Move to approve a recommendation to the Board of Supervisors to increase by three, the Juvenile Corrections Officer allocation, and add one Intervention Counselor allocation at the Tri-County Juvenile Rehabilitation Facility. – Supervisor Ron Sullenger

**SECOND:** Supervisor Kim Vann

**AYES:** Supervisors Ron Sullenger, Kim Vann, Andy Vasquez

**NOES:** None

**MOTION APPROVED**

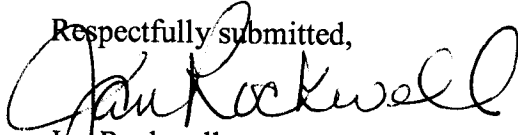
Supervisor Vann requested a report in the future to detail savings to date as a result of position vacancies, in comparison to the increased expense of adding the new positions for the remainder of fiscal year 2015/16 as detailed in the Institutions Staffing Report.

**A. ADJOURNMENT:**

The next regularly scheduled meeting of the oversight committee will be January 29, 2016 at 8:30 a.m. in the Wheatland Room at the Yuba County Government Center.

There being no further business, Supervisor Vasquez adjourned the meeting at 9:10 am.

Respectfully submitted,



Jan Rockwell  
Administrative Services Officer

# The County of Yuba



## Office of the County Administrator

Robert Bendorf, County Administrator  
 Grace M. Mull, Deputy County Administrator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Keirsten Spies, Executive Assistant to the County Administrator  
 Yuba County Government Center  
 915 8<sup>th</sup> Street, Suite 115  
 Marysville, CA 95901

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

**Date:** December 15, 2015  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator *RB/gm*  
**By:** Grace Mull, Deputy County Administrator  
**Re:** Grant application for an Innovate your State Grant in the amount of \$16,000 to assist in the purchase of OpenGov financial analysis tool.

### Recommendation

It is recommended that the Board of Supervisors;

1. Approve an Innovate your State grant application in the amount of \$16,000 to assist in the purchase of OpenGov; and
2. Authorize the County Administrator to execute the grant application; and
3. Authorize the attached budget transfer to appropriate the anticipated grant funding; and
4. Approve a three-year contract with OpenGov.

### Background/Discussion

Innovate your State is a nonprofit organization dedicated to educating and encouraging public participation to fundamentally improve government. Innovate your State has made available up to \$500,000 to reimburse counties that receive a grant award for implementation of first year costs of OpenGov's powerful financial analysis platform.

OpenGov's cloud-based financial analysis platform transforms complex government financial data into intuitive, interactive reports. Internal uses of the reports generated by OpenGov will create more efficiencies with our monthly reporting, quarterly financials, mid-year budget presentation and budget process. In addition, citizens can easily review how their counties' funds are allocated. Department Heads and Financial Managers can analyze financial trends, manage current year spending and operations, and utilize available data to assist in making decisions about the future.

OpenGov is intended to create an environment of collaboration and productivity among internal staff, improve communication, and lead the way for today's governments to build trust and engagement with their constituents. The OpenGov platform powers more than 300 governments of all sizes across the country and one in five California counties.



The goal of the Innovate your State grant is to enable governments to leverage the platform so that citizens, county officials, and staff statewide have better access and analysis of government financial data.

### **Committee**

This item was not presented at Committee level.

### **Fiscal Impact**

OpenGov recently made available an option to pay for three years use of the software at a substantial savings compared to an annual cost, as noted in the table below. The total three-year cost of \$16,500 is currently budgeted in the County Administrator's budget.

<b>OpenGov Cost</b>	<b>Paid Annually</b>	<b>Paid in Full (3 years)</b>	<b>Savings</b>
<b>Year 1</b>	<b>\$14,000</b>	<b>\$32,500</b>	
<b>Year 2</b>	<b>\$11,000</b>		
<b>Year 3</b>	<b>\$11,000</b>		
<b>Total</b>	<b>\$36,000</b>	<b>\$32,500</b>	<b>(\$3,500)</b>
<b>Discount</b>	<b>None</b>	<b>10%</b>	
<b>IYS Grant Reimbursement</b>	<b>(\$14,000)</b>	<b>(\$16,000)</b>	<b>(\$2,000)</b>
<b>County Share</b>	<b>\$22,000</b>	<b>\$16,500</b>	<b>(\$5,500)</b>

**INNOVATE YOUR STATE  
REIMBURSEMENT GRANT APPLICATION**

Date: December 15, 2015

To apply for the reimbursement from Innovate Your State, a California corporation ("IYS"), for the county's purchase of the financial analysis platform from OpenGov, Inc. ("OpenGov"), the California county listed below (the "County") must complete the following form and make the following representations, warranties, and covenants.

Completed applications must be emailed to [info@innovateyourstate.org](mailto:info@innovateyourstate.org) with proof of purchase no later than 60 days after the county's purchase of the OpenGov financial analysis platform.

**I. COUNTY INFORMATION**

1. County Name: County of Yuba
2. Contact Name: Robert Bendorf, County Administrator
3. Contact Email: rbendorf@co.yuba.ca.us
4. Contact Phone Number: (530) 749-7575

**II. GRANT INFORMATION**

1. Amount of Reimbursement Requested: \$16,000.00
2. Make IYS Check Payable To: County of Yuba
3. Address for Reimbursement Check:  
Yuba County Administrator  
915 8th Street, Suite 115  
Marysville, CA 95901
4. Wire Instructions for Reimbursement:  
  
Bank Name: \_\_\_\_\_  
  
ABA number (or routing number): \_\_\_\_\_  
  
Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Special Wire instructions (if any): \_\_\_\_\_

5. Please attach proof of purchase of the OpenGov financial analysis platform to this form. Proof of purchase must include the date of purchase.

Please describe briefly why the County needs the OpenGov financial analysis platform:

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### III. OPENGOV FEEDBACK

Each County who receives the reimbursement hereby agrees to:

- (1) respond to requests for feedback from Innovate Your State regarding the County's subscription and use of the OpenGov financial analysis platform; and
- (2) take an online survey that will be sent to the email address indicated above on or about the date that is six months from the date of purchase of the OpenGov financial analysis platform.

The County further agrees to respond to such requests and complete the survey within two weeks of receipt.

**IN WITNESS WHEREOF**, the authorized signatory below represents and warrants that all information provided above and included herewith is true and correct, and that all necessary actions have been taken by the County and its officials with respect to the proper authorization and execution of this form, the purchase of services from OpenGov, and the acceptance of the reimbursement grant from IYS.

Signature: \_\_\_\_\_

Name: Robert Bendorf

Title: County Administrator

**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 2015-16

PREPARED BY/PHONE Grace Mull/7371

[illegible]

To recognize revenue and appropriate expenditures related to the Innovate your State Grant.

BUDGET TRANSFER #

(assigned by ACO)

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**

**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

**1) DEPARTMENT HEAD:**

SIGNATURE OF AUTHORIZED OFFICIAL

DATE \_\_\_\_\_

### 3) AUDITOR-CONTROLLER:

SIGNATURE

DATE \_\_\_\_\_

**2) COUNTY ADMINISTRATOR:**

**SIGNATURE**

DATE \_\_\_\_\_

**4) BOARD OF SUPERVISORS:**

(if necessary)

SIGNATURE

DATE \_\_\_\_\_

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE \_\_\_\_\_

## Instructions for Completing Budget Adjustment Request Form

### Form Type:

The Budget Adjustment Request Form should be completed electronically in the format provided and explained in detail below.

### Order of Completion:

*Steps 5 and 6 are not always required*

- Step 1 Department overseeing budget completes the form electronically.
- Step 2 Department prints form on standard blank white paper, obtaining original authorized signature.
- Step 3 Department will route or deliver form to County Administrator for review and signature.
- Step 4 County Administrator will route or deliver form to Auditor-Controller for review and signature.
- Step 5 If necessary, Auditor-Controller will route or deliver form to department or Board of Supervisors
- Step 6 Once BOS approves, BOS will route or deliver form to Auditor-Controller
- Step 7 Auditor-Controller will verify and post BARF
- Step 8 Auditor-Controller will scan completed copies via email to CAO and departments after adjustments are made.

### Completion Instructions:

#### Section

<i>Fiscal Year</i>	Fiscal Year the budget adjustment pertains to.
<i>Department</i>	Include the department name of the budget being adjusted/department that oversees budget.
<i>Prepared By/Phone#</i>	Individual name and phone number of the person that can answer questions about the adjustment(s).
<i>Revenue Appropriations</i>	All Revenue adjustments must be listed on this side. Input increases as a positive number and decreases as a negative number.
<i>Expenditure Appropriations</i>	All Expenditure adjustments must be listed on this side. Input increases as a positive number and decreases as a negative number.
<i>Total Net Revenue or Expenditure Increase/(Decrease)</i>	Total Net Revenue Increase/(Decrease) MUST equal Total Net Expenditures Increase/(Decrease)
<i>Explanation for Budget Adjustment</i>	Detailed justification or reasoning as to why the Board's original approved budget needs to be modified. If the explanation is too lengthy for the form, a supplemental memo or documentation can be attached. Vague explanations, such as "year-end true-up" or "mid-year clean-up" are not acceptable.
<i>Funding Source for Increases</i>	Evidence of funding source to justify the increase. For external, this could be an approval letter for a State grant, etc. For internal, a journal request form should be submitted. If there is a legitimate reason to not make the journal transfer at the time of the budget adjustment, please provide documentation of the account balance of source funds with an explanation as to why a journal could not be completed at the same time.
<i>Approvals</i>	<p><i>Purpose is to verify and approve the availability and appropriateness of budget amounts, balances, and accounts.</i></p> <ol style="list-style-type: none"> <li>1. <u>Department Head</u>: Required signature of department head or other authorized signer on the ACO signature card(s).</li> <li>2. <u>County Administrator</u>: Required signature of CAO or CAO designated representative.</li> <li>3. <u>Auditor-Controller</u>: Required signature of Auditor-Controller or ACO designated representative.</li> <li>4. <u>Board of Supervisors</u>: Changes that require BOS approval are as follows: <ul style="list-style-type: none"> <li>- Increases/Decreases in overall appropriations</li> <li>- Changes to Funding Sources (Revenues)</li> <li>- Adjusting appropriations between budget categories</li> <li>- Adjustments to appropriations for Travel or to Capital Expenditure accounts.</li> </ul> </li> </ol>
<i>Budget Transfer#</i>	DO NOT COMPLETE THIS SECTION. FOR AUDITOR-CONTROLLER USE ONLY.

## OPENGOV, INC. SOFTWARE AGREEMENT

\_\_\_\_\_  
 \_\_\_\_\_

	<u>ORGANIZATION CONTACT</u>	<u>BILLING CONTACT (If Different)</u>
<b>Customer Name:</b>	County of Yuba, CA	_____
<b>Contact Name:</b>	Robert Bendorf	_____
<b>Address:</b>	915 8th. St Suite 115	_____
	Marysville, CA 95901	_____
<b>Telephone:</b>	(530) 749-7575	_____
<b>Email:</b>	rbendorf@co.yuba.ca.us	_____

**Effective Date:** 12/15/2015

**Software Services:**

OpenGov Platform: A proprietary web application that visualizes the customer's general ledger, chart of accounts, current year spending, and balance sheet, making multiple years of financial data accessible to citizens and staff through an online portal. The customer will receive access to OpenGov's Operational Intelligence suite.

**Fees:** In consideration of Customer using the Services identified above, Customer shall pay OpenGov, Inc. a fee of \$32,500, billed in advance for the period of the agreement, commencing on the Effective Date.


Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

**Customer**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**OpenGov Inc.**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

**Appendix A****OpenGov Terms and Conditions****1. SOFTWARE SERVICES**

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

**2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. **PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

**7. TERM & TERMINATION**

7.1 Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from the Effective Date and shall continue for a period of thirty six (36) months. The customer will be billed on an annual basis for each twelve (36) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately

terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **8. WARRANTY AND DISCLAIMER**

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

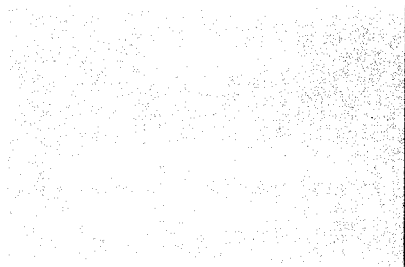
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.





**Brendan Carry | OpenGov.com**  
bcarry@opengov.com | 703-346-8029



**44+**  
**STATES**

**\$125B+**  
**BUDGETS  
ANALYZED**

OpenGov transforms government financial and non-financial performance data — often confined to static documents and spreadsheets that are unreadable to non-financial professionals — into intuitive, interactive intelligence for both internal government employees and citizens.

## The OpenGov ROI

- Improved **spending power**
  - Better operational and performance intelligence for everyone who needs it (staff, department heads, elected officials, etc.)
  - Better budget decisions and process
  - Better understanding of current year and month budgets and actuals
  - Better insights from other governments around the world
  - Better financing terms
- Internal **efficiency**
  - Save time responding to FOIA and internal requests
  - Reduce staff interruptions
  - Streamline budget and comparisons processes
  - Improve internal and external collaboration
  - Automate data presentation & analysis
- Better citizen **engagement** and **transparency**
  - Engaging, interactive public reports
  - Ability to tell your whole story

Customers have told us they have achieved:

- 180 hours per year reduction in time spent producing internal reports
- Tens of thousands of dollars saved in time and consulting fees to do comparisons and benchmarks
- Millions of dollars saved due to better financing terms (bond ratings)
- 90% reduction in cost of maintaining external transparency sites
- 3x increase in online citizen engagement

## The OpenGov Advantage

- Minimal training
- Easy to use and understand, even for non-financial users
- Both internal data analysis and public transparency
- Web-based solution available anytime, anywhere (PC, tablet, smartphone).
- Visualize both financial and performance data
- Specialized for complex, multi-fund financial data
- Compatible with all financial systems
- Rapid implementation (launch within weeks)

## The OpenGov Platform

### OpenGov Intelligence™

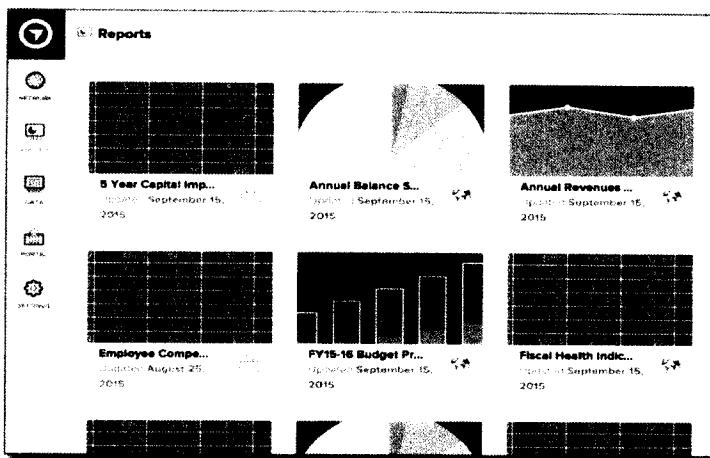
OpenGov Intelligence allows governments to easily create and share internal operational reports, combining financial and non-financial data from numerous sources to help governments manage to budget, keep department heads and legislators informed, and streamline important workflows from the budgeting process to long-term financial planning.

#### Tell your entire story

- Visualize any financial and performance data
- Upload and visualize data with no special training

#### Deliver data to the decision-makers

- Empower everyone (staff, city manager, elected officials, council members, etc.) to get the information they need
- Control your information – decide what to share with your team, or with the world. In a click.

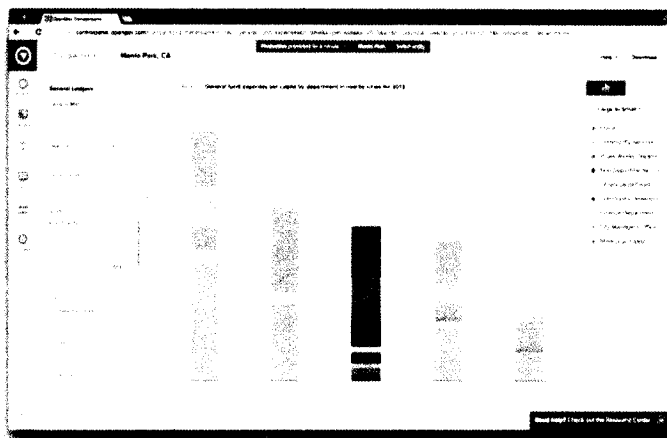


### OpenGov Comparisons™

OpenGov Comparisons gives government administrators insights into their own financial and vendor performance in comparison to other governments, and helps them collaborate with peers across the country, thus uncovering ways to be more efficient and save money.

#### The fastest answers to complex questions

- We automatically import financial and census figures
- On-demand and always available with the latest data
- Engage your organization with tools they can use– no training required



#### View the data from your perspective

- Compare Apples-to-Apples
- No need to understand other's naming conventions

#### Stay focused on what matters

- Normalize as needed: per capita, per square mile, or view your expenditures/revenues as a % of total
- Visualize a single point in time, or view a 5+ year trend.

## OpenGov Transparency™

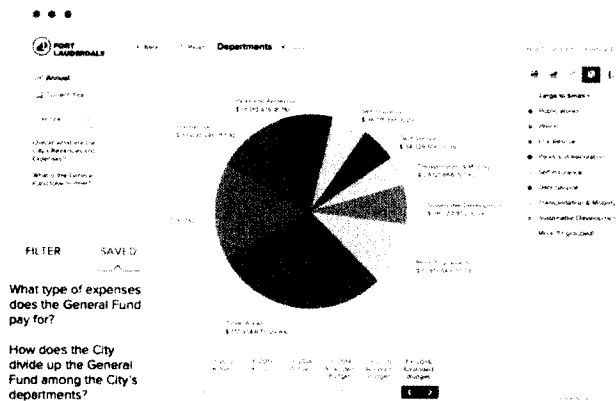
OpenGov Transparency enables governments to engage constituents with interactive budget reports, detailed transaction data, and year-to-date actuals, improving transparency and information quality with very little effort. By making this information public, they are also receiving better financing terms on bonds and improving revenue collection.

### Make budgeting more transparent

Allow citizens to track the annual budget process at every step.

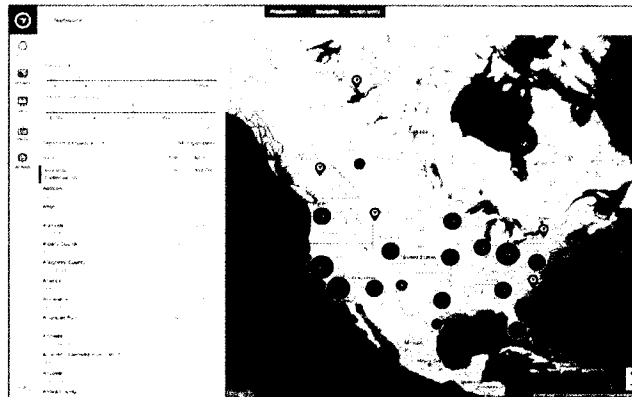
### Share financial and performance data

Unite nonfinancial and financial data to give citizens a holistic view. Share goals and performance measures from across the organization.



## The OpenGov Network™

- 500+ Governments, School Districts, and Special Districts (and growing!)
- Flexible Search
  - Nearest Governments
  - Budget Size
  - Demographics
- Review Budgets, Actuals, and any other Public Reports

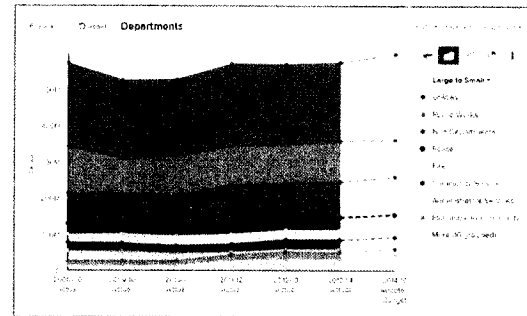


## Sample Report Types

### Annual GL Reports

#### “What is a 5-year trend on Overtime spending?”

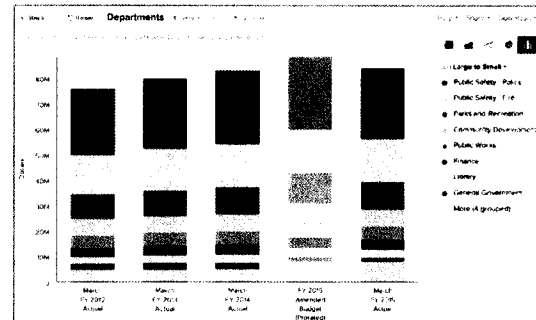
Annual Year allows users to evaluate ‘big picture’ trends, perform multi-year analysis, and communicate budget plans by visualizing expenses, revenues, or both concurrently. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. This allows for analysis across multiple funds, all the way down to a single object in your Chart of Accounts.



### Current Year GL Reports

#### “How am I performing compared to the Budget?”

Current Year allows users to evaluate monthly trends in the current fiscal year, perform multi-year comparative analysis, and communicate budget to actual variance for both expenses, and revenues. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. This allows for analysis across multiple funds, all the way down to a single object in your Chart of Accounts. Department heads, directors, and council members can see how the expenses or revenues are trending against the budget through the most recent month.



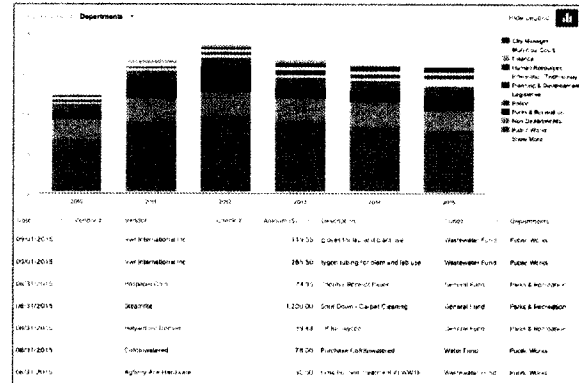
Automatically calculate **budget to actual** variance in both dollar amount and percentage.

Expend All	March FY 2013 Actual	March FY 2014 Actual	FY 2015 Amended Budget <sup>⓪</sup>	March FY 2015 Actual	2014-15 Variance <sup>⓪</sup>	2014-15 Variance <sup>⓪</sup>
Public Safety - Police	\$ 27,243,427	\$ 28,691,308	\$ 28,779,037	\$ 27,515,394	\$ -1,263,643	-4.39%
Public Safety - Fire	16,848,495	17,371,940	17,241,482	17,199,290	-42,192	-0.24%
Parks and Recreation	9,825,962	10,287,506	11,835,219	10,588,935	-1,246,284	-10.53%
Community Development	6,837,516	7,126,605	7,840,516	7,046,777	-793,739	-10.12%
Public Works	5,156,981	5,261,504	5,923,778	5,318,192	-605,586	-10.22%

## Transactions / Open Checkbook Reports

**“What have we spent with a vendor in the past 7 years?”**

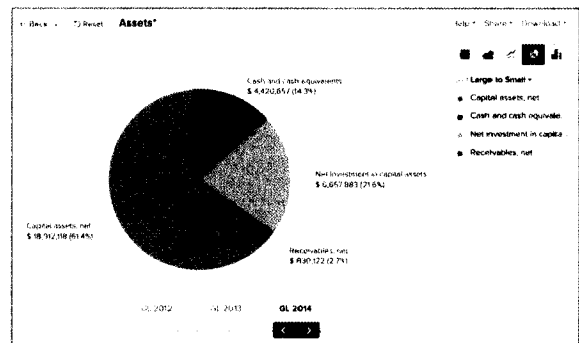
The Transactions report allows users to present and communicate every transaction used to facilitate government activities. Check registers, P-Card, revenues, collections, encumbrances, transfers, can all be tracked in a single filterable report. Filter millions of transactions by type, department, vendor, check date, invoice date – the possibilities are endless. Tie multiple systems of record into one place for a comprehensive filterable database. OpenGov doesn't care if your data comes from 10 sources, it can all be housed in a single location!



## Balance Sheet Reports

**“What is our Fund Balance/Cash Balance through June?”**

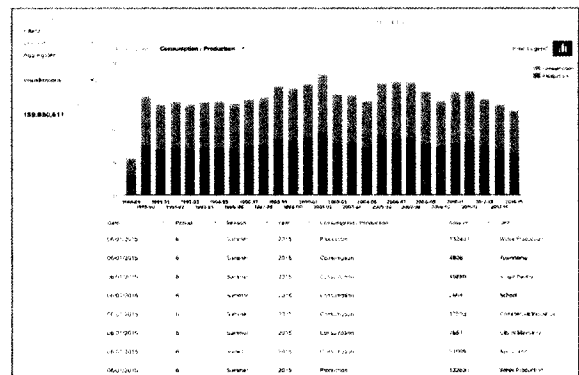
Balance sheet visualizes the municipalities Assets, Liabilities, and Equities. This allows you to easily provide updates on your cash and investments to the state or auditors. It also allows you to easily visualize the balances in each of your Funds. The biggest advantage, like all of our reports, is the functionality to filter and dynamically drilldown through your own balance-sheet instead of flipping through a pdf document.



## Performance / Non-Financial Reports

**“How are non-financial operations performing against goals and objectives?”**

Visualize any non-financial data (e.g., 311 response times, utilities reports, crime rates, pet adoptions, etc.) using advanced tabular reports and visualizations.



## Pricing

Package	Report Type	Price
OpenGov Intelligence		\$11,000 / yr
	<ul style="list-style-type: none"> <li>- Annual Year</li> <li>- Current Year</li> <li>- Budget Milestones</li> <li>- Balance Sheet</li> <li>- Check Register/Transactions</li> <li>- Unlimited Users</li> <li>- Unlimited Reports</li> </ul>	
Implementation	- One-time Set-up fee (non-recurring)	\$3,000
Support/Maintenance		\$0
	<ul style="list-style-type: none"> <li>- Hosting</li> <li>- Maintenance</li> <li>- Training</li> <li>- Existing feature updates</li> <li>- Dedicated support</li> <li>- Data Customization</li> </ul>	
Agreement Length		Price
12-month*	3-yr subscription + implementation	\$14,000
Implementation is non-recurring. Subsequent years will not include an implementation fee.		invoiced annually

- Payment is requested 30 days after the invoice is received
- The invoice is delivered 45 days after the effective date

	Paid Annually	Paid-in-full (3-years)
Year 1	\$14,000	<b>\$32,500</b>
Year 2	\$11,000	
Year 3	\$11,000	
Total	\$36,000	<b>\$32,500</b>
Discount		<b>10%</b>
IYS Reimbursement	\$14,000	<b>\$16,000</b>
County Obligation	\$22,000	<b>\$16,500</b>

# 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  
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 jfleming@co.yuba.ca.us  
 rbrown@co.yuba.ca.us  
 gmull@co.yuba.ca.us  
 tcarlquist@co.yuba.ca.us

DATE: December 15, 2015

TO: Board of Supervisors

FROM: Russ Brown, Communications & Legislative Affairs Coordinator *B*

SUBJECT: Resolution declaring Yuba County's participation in the Yuba-Sutter Healthy Weight Loss Challenge and challenging Sutter County residents

**Recommended Action:** Authorize Chair to sign resolution supporting Yuba County's participation in the Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge and declare Yuba County residents have what it takes to triumph..

**Background & Discussion:** Over the past several years, Yuba County has been identified as a community suffering from the ill-effects of unhealthy lifestyles. Topping the list in virtually every study conducted is obesity and the many medical issues associated with it, including type 2 diabetes, heart disease, high blood pressure, stroke and much more. Yuba County Supervisors have been keenly aware of this serious problem and have a track record of supporting initiatives that encourage healthy lifestyles for those who live and work in this region.

On November 17, 2015, the Yuba County Board of Supervisors were informed about efforts to develop the Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge, scheduled to begin January 30, 2016 and conclude April 30, 2016. The Board indicated support of the program and requested a resolution to document Yuba County's participation and to clearly state our residents have what it takes to triumph over Sutter County in this challenge.

**Committee Action:** This resolution is being brought directly to the Board of Supervisors.

**Fiscal Impact:** None



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

**RESOLUTION URGING YUBA COUNTY RESIDENT TO )  
PARTICIPATE IN THE “BIG-TO-LITTLE” YUBA VS. SUTTER )  
HEALTHY WEIGHT LOSS CHALLENGE AND TO ADVISE )  
SUTTER COUNTY RESIDENTS THAT THEY WILL BE BESTED )**

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

**WHEREAS**, Yuba County was established by strong men and women with pioneering spirits who came to this region and used their bare hands to build the communities, roads, bridges, and parks that continue to benefit our residents today; and

**WHEREAS**, today Yuba County is home to more than 73,000 people who have access to some of the state’s best recreational areas and an abundance of fresh agricultural products that lead the local economy; and

**WHEREAS**, despite so many healthy alternatives available in Yuba County, a significant portion of our residents still face serious health problems because they do not partake of those healthy foods and do not take advantages of the active lifestyle our county affords; and

**WHEREAS**, many of the region’s health concerns are evident in the population of our communities, with one third of Yuba County residents known to be overweight and about one-fourth of residents considered to be obese; and

**WHEREAS**, the Yuba County Board of Supervisors recognizes the real health risks associated with obesity and inactivity, including heart disease, stroke, high blood pressure, type 2 diabetes, cancer, breathing problems, and much more; and

**WHEREAS**, despite these staggering statistics, Yuba County is still comprised of resilient residents who have faced and overcome numerous obstacles and have demonstrated a strength of character that shows them to be capable of accomplishing great things; and

**WHEREAS**, the Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge is designed to encourage residents to partake of the wonderful locally-grown foods and to get more exercise by taking advantage of the recreational opportunities in our region; and

**WHEREAS**, the Yuba County Board of Supervisors fully believes those who live in our communities have the strength of character and deep determination to win the Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge and show Sutter County residents that we have what it takes to be victorious.

**NOW, THEREFORE, BE IT RESOLVED**, the Yuba County Board of Supervisors hereby declares Yuba County shall fully participate in the 2016 Yuba-Sutter Big-to-Little Healthy Weight Loss Challenge and that the Board fully expects our residents to prove themselves as victors over Sutter County residents by the time the Challenge concludes on April 30, 2016.

**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:

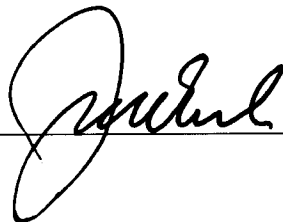
ABSTAIN:

\_\_\_\_\_  
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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## Administrative Services Memorandum

**To:** Board of Supervisors  
**CC:** Robert Bendorf, County Administrator  
**From:** Doug McCoy, Director, Administrative Services   
**Date:** December 15, 2015  
**Re:** Revised First Amendment to the Juvenile Facility JPA

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### Recommendation

The Board consider adopting this revised First Amendment to the Tri-County Joint Powers Agreement for the Tri-County Regional Juvenile Rehabilitation Facility, and authorize the Chair to sign the amendment.

### Background

On September 1<sup>st</sup> of this year, the Board approved a first amendment to the Tri-County Juvenile Facility's Joint Powers Agreement. The same amendment was also adopted by the Colusa County Board. When presented to the Sutter County Board, Board Members had some concerns and the item was 'pulled' from their agenda.

### Discussion

After a discussion by the Juvenile Facility Oversight Committee, and upon hearing the concerns from Sutter County, a minor revision to the language was proposed and approved by the Committee. That change to **Article 3, Section IV, Paragraph A.i**; added the phrase "if appropriate" and met the concerns of the Sutter County representatives.

*"...pursuant to Section 3, Article 11, Paragraph D, Subdivision vii of this Agreement, review and, if appropriate, recommend..."*

All other verbiage, percentages, and other language remains the same.

### Fiscal Impact

The impact of this change is the same as was discussed when presented in September. The JPA alters the percentages by which costs are allocated between the three counties in the operation of the facility. This revision to the previously approved JPA does not alter those costs impacts in any way.

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**FIRST AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT FOR THE  
ESTABLISHMENT AND OPERATION OF THE  
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY**

THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, by and between the Counties of Yuba, Sutter and Colusa is hereby amended as follows:

**Section 3, Article I, Paragraph B** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

B. As a result of the conveyance set forth above, the parties shall hold the following ownership interest in the Property:

44% ownership by Yuba;  
44% ownership by Sutter;  
12% ownership by Colusa.

Said ownership shall be as tenants in commons and the 44/44/12 ownership ratio shall be the formula by which ownership of any future improvements to the Property shall be calculated. Each party agrees to take whatever action is necessary in the future in order to preserve the 44/44/12 ownership ratio.

**Section 3, Article II, Paragraph D** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

D. Oversight Committee: Oversight of the facility shall be conducted through an Oversight Committee which shall be comprised of one member of the Board of Supervisors for each of the three participating counties. Each county shall appoint one member and one alternate who shall be authorized to act in the absence of the appointed member. The Oversight Committee shall meet quarterly, or as mutually agreed by the membership, for the purpose of overseeing the management and operation of the facility in conjunction with the Administrative Policies and Procedures Manual. Action by the committee shall be upon a majority vote of the membership (unless a unanimous vote is otherwise required) and each member shall have one vote.

i. The Oversight Committee shall review and approve, by unanimous vote, the Fixed Cost Model prepared by the Facility Superintendent.

- ii. The Oversight Committee shall review and approve, by unanimous vote, the detailed recommended annual budget prepared by the Facility Superintendent. It shall then make a recommendation to the Yuba County Board of Supervisors regarding approval of the annual budget.
- iii. The Oversight Committee shall review and approve, by unanimous vote, all new position allocation requests prior to the inclusion of those requests in the detailed recommended annual budget for the facility and ensure that each request complies with Yuba County policy.
- iv. The Oversight Committee shall establishment, on an annual basis, a per-bed/day rate pursuant to Section III, Paragraph A of this agreement.
- v. The Oversight Committee shall review and approve the cost of recurring, dedicated, tasks such as timekeeping and payroll calculation performed by facility staff and/or Yuba County Probation staff.
- vi. The Oversight Committee shall review and approve, by unanimous vote, any proposed upgrade or enhancement to the facility. It shall then make a recommendation to the Yuba, Sutter, and Colusa County Boards of Supervisors regarding such proposed upgrade or enhancement.
- vii. The Oversight Committee shall review and make a recommendation to the Yuba, Sutter, and Colusa County Boards of Supervisors on any matter which requires authorization by the Boards of Supervisors.

**Section 3, Article III, Paragraph A** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

**A. Bed Allocation:**

- i. It is expected that upon completion of the planned expansion of the facility, there will be 48 available beds in three pods with an additional 15 beds in the Secure Housing Unit (the SHU) which will be available on a limited basis. Beds shall be allocated between the membership using the 44/44/12 division ratio set forth above which results in 19 beds being allocated to Yuba County; 19 beds being allocated to Sutter County; and, 10 beds being allocated to Colusa County. Each county shall be guaranteed its bed allocation and, should any county require additional beds, staff will make best efforts to accommodate the needs of that county. Subject to this previous commitment, beds not used by any of the three participating counties shall, if space and staffing permit, be deemed available for use by the wards of other, non-participating, counties. Such use shall be billed to the non-participating county at the per-bed/day rate

established by the Oversight Committee. Funds collected therefrom shall be credited to the operation of the facility.

- ii. Pending completion of the expanded facility, the Juvenile Hall and Camp Singer will routinely be staffed and operated at 30 beds each. During this period bed allocations shall be as follows: Yuba, 13 beds at each facility; Sutter, 13 beds at Juvenile Hall and 14 beds at Camp Singer; and, Colusa; 4 beds at Juvenile Hall and 3 beds at Camp Singer. The practice of allowing the Parties to temporarily exceed bed allocations will continue provided that the maximum capacity of each facility will not be exceeded.

**Section 3, Article IV, Paragraph A, Subdivision i** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

- i. **Fixed Costs:** Fixed costs are those expenses directly attributable to the operation of the facility that generally remain the same from month-to-month and are not driven or dependent upon facility population. Fixed costs shall be allocated to the three entities based upon their 44/44/12 ownership interest and shall be billed on a monthly basis. Fixed costs include, but are not limited to:
  - a) **Dedicated Facility Staff:** Staffing costs shall include all personnel-related administrative costs including, but not limited to, sick time, vacation time, benefit costs, CalPERS, group insurance, workers' compensation, unemployment insurance, management life, and any other personnel-related expense.
  - b) **Recurring Costs:** The cost of recurring, dedicated, tasks such as timekeeping and payroll calculation which shall be performed by staff or Yuba County Probation staff. These expenses shall be subjected to a time study and shall be included in the Fixed Cost Model approved by the Oversight Committee.
  - c) **Other Costs:** All other fixed, facility-related, costs such as staff nursing care and basic medical overhead expenses such as Band-Aids, first aid, and non-prescription medication shall be time studied and treated as a fixed cost.
  - d) For the period ending June 30, 2016 and every year thereafter until the expanded facility is completed, Yuba County will prepare a report detailing the actual facility usage by Yuba, Sutter and Colusa Counties for the preceding twelve (12) months. This report will be distributed to the Oversight Committee. In any examination period where any County's average annual bed usage exceeds eighty (80%) percent of its annualized allocation of bed days at either the Juvenile Hall or



Camp Singer, the Oversight Committee shall, pursuant to Section 3, Article II, Paragraph D, Subdivision vii of this Agreement, review and, if appropriate, recommend modifications to the bed and fixed costs allocations for each county.

**Section 3, Article IV, Paragraph A** of the Agreement is hereby amended to add **Subdivision iv** to read as follows effective August 25, 2015:

- iv. Contingency Fund: Costs estimated for operations of the Facility are compiled annually based in part on prior year historical budgeted and actual expenditure amounts. Considering the high degree of volatility year over year in juvenile populations at the Facility, a Contingency Fund Policy shall be prepared and submitted to the Oversight Committee for adoption by the Yuba Board of Supervisors prior to the beginning of the 2016-2017 Fiscal Year.

**Section 3, Article V** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

- A. Any proposed facility upgrade or enhancement shall be reviewed and approved by the Oversight Committee. The Oversight Committee shall then make a recommendation to the Boards of Supervisors for the counties of Yuba, Sutter and Colusa.
- B. The costs for any approved facility upgrade or enhancement shall be shared by the parties based upon their 44/44/12 ownership interests unless otherwise agreed to by all parties.
- C. It is anticipated that Yuba County will coordinate the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from two state grants from BSCC the first being a \$5,655,740 that has been redirected from Colusa and the second being a \$9,600,000 grant that has been awarded to the JPA. These grants will be supplemented by matching funds from Yuba, Sutter and Colusa based on the following formula: Yuba 40%; Sutter 40%; and Colusa 20%. Oversight of the project from design to construction will be done by Yuba County with the active participation and oversight of the Oversight Committee and the three county Chief Probation Officers.

**Section 6** of the Agreement is deleted in its entirety and replaced with the following effective August 25, 2015:

6. Liability: Except as provided for in paragraph 7, the parties hereto shall be responsible on a percentage basis, in accordance with their 44/44/12 ownership interest, for any liability arising out of the operation and administration of the facility and shall contribute that percentage to the payment of any obligation resulting from such liability to the extent not covered by insurance.

All other terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this amendment and the Agreement, it shall be resolved such that the provisions of this amendment shall control in all respects.

County of Yuba


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

\_\_\_\_\_  
Board Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

County of Sutter

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

\_\_\_\_\_  
Board Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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

County of Colusa

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

\_\_\_\_\_  
Board Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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



**To:** RCRC Board of Directors  
RCRC Alternates  
RCRC CAO's  
RCRC Clerks of the Board

**From:** Greg Norton, President & CEO

**Date:** December 2, 2015

**Re:** Designation of RCRC Delegates and Alternates -  
**ACTION REQUIRED**

---

Annually the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2016 will be held on January 20<sup>th</sup> in Sacramento.

Upon determination, please provide confirmation of your county's election/appointment. Once determined, please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail PDF to [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), faxed to (916) 431-0101 and/or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please do not hesitate to contact me or Patricia Megason, RCRC Executive Vice President, if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- RCRC Designation Form



**Designation of 2016 Delegate and Alternate Supervisors for**  
**Golden State Finance Authority (GSFA) Board of Directors**

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

**County:** \_\_\_\_\_

**Delegate: Supervisor** \_\_\_\_\_

**Alternate: Supervisor** \_\_\_\_\_

**Authorization:**

\_\_\_\_\_



**Designation of 2016 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

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

**County:** \_\_\_\_\_

**Delegate: Supervisor** \_\_\_\_\_

**Alternate: Supervisor** \_\_\_\_\_

**Authorization:**

\_\_\_\_\_

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



(548-1215) Autho... - 1 of 8

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

**TO:** BOARD OF SUPERVISORS

**FROM:** Michael G. Lee, Director of Public Works

**SUBJECT:** Initiate Proposition 218 Process and set date for Public Hearing to Consider Assessment Adjustment for County Service Area No. 59 (Skyview Estates)

**DATE:** December 15, 2015

### *Recommendation*

That the Board direct staff to initiate the Proposition 218 process to consider an adjustment to the assessment for County Service Area (CSA) No. 59 (Skyview Estates) and set a public hearing date of February 16, 2016 to consider the adjustment and tabulate ballots.

### *Background*

The Yuba County Local Agency Formation Commission approved formation of CSA No. 59 by Resolution No. 1995-02. The CSA No. 59 provides funding for public services including, but not limited to, maintenance of roads and drainage facilities. Current revenues from assessments are insufficient to cover annual operating expenses.

The proposed assessments are as shown in Table 1:

Table 1: Proposed Assessment		
Parcel Class:	Current Assessment (per parcel)	Proposed Assessment (per parcel)
Undeveloped Parcel:	\$100	\$200
Developed Parcel:	\$200	\$400

It is anticipated that the proposed assessments will help offset anticipated annual operating expenses for CSA No. 59.



### *Discussion*

Under Proposition 218, a proposed adjustment to assessments requires a public hearing, and the change can only occur if approved by a majority vote of the property owners. One completed ballot may be submitted per parcel, filed by the owner of the parcel. The proposed assessment may be imposed only if 50 percent or more of the ballots received support the proposed assessment.

The proposed action of initiating the Proposition 218 process is only the first step in the overall process of adjusting the assessment. Should the Board of Supervisors direct staff to initiate this process, the tentative schedule for this effort would be as follows:

1. **December 15, 2015**: Present the recommended assessment to the Board of Supervisors and request authorization to begin the Proposition 218 process;
2. **December 22, 2015**: Staff will mail information regarding the proposed assessment to every affected property owner. Each assessment notice will contain a mail-in ballot; the property owner can return the ballot to indicate approval or disapproval of the assessment if so desired;
3. **February 16, 2016**: A public hearing will be held at least 45 days after the formal Proposition 218 notice is distributed to affected customers;
4. **July 1, 2016**: The new assessment may go into effect if approved by the voters.

### *Fiscal Impact*

The fiscal impact of initiating the Proposition 218 process is anticipated to be negligible. Should the proposed assessment be imposed, the revenues generated will support operational expenses associated with road maintenance for CSA No. 59. The proposed assessment increase still falls short of adequate funding levels, but will allow for at least some initial road maintenance. The assessment amount was established at a level that is palatable to a majority of property owners according to a resident liaison. Proposing higher assessment rates would likely not pass the Proposition 218 election. The proposed assessment would be effective July 1, 2016.

### *Committee Action*

The Land Use and Public Works Committee was bypassed as this item is being presented before the entire Board pursuant to the procedural requirements of Proposition 218.

Attachment:

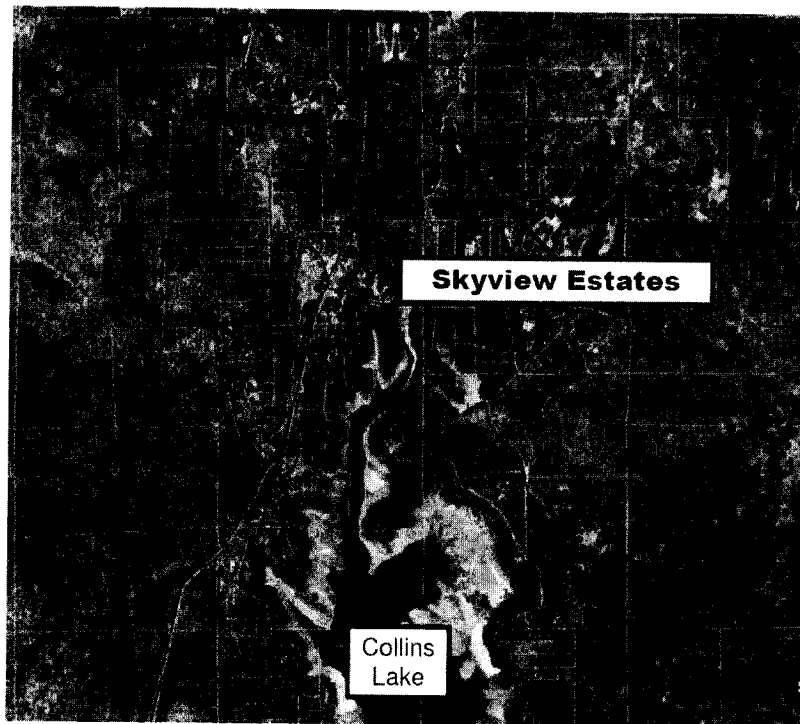
CSA 59 Road Assessment Analysis

# **County Service Area No. 59**

## **SKYVIEW ESTATES**

### **ROAD ASSESSMENT ANALYSIS**

November 2015



*Prepared by:*

Daniel W. Peterson, P.E.

## Purpose and Objective

Yuba County Public Works (YCPW) is considering an adjustment to the assessment for the County Service Area (CSA) No. 59. This analysis was developed using historical records documenting road maintenance costs on an annual basis. The primary objective of this process is to ensure that the CSA has the ability to obtain sufficient funds to operate, maintain, and manage its road system on a continuing basis.

### 1. Financial Planning

The objective of developing a financial plan for a CSA is to determine cash needs, revenue requirements and anticipated timing of expenses to ensure that adequate funds are available to meet operational and maintenance needs as they occur. Financial planning for a small CSA normally includes an examination of:

- Operating revenues,
- Operation and maintenance (O&M) expenses,
- Debt service (principal and interest payments) on borrowed funds, and
- Reserve requirements.

The financial plan calculates the minimum revenues necessary to maintain viable and self-sustaining enterprises.

### Operating Revenues

Revenues are the main sources of income to a CSA and are typically thought of as operating and non-operating. Operating revenue is the stable and reliable income that comes from assessments. Non-operating revenue such as interest on checking and reserve accounts, development fees, and penalties may also be considered operating revenue if they are stable and dependable revenue sources. For example, a CSA with consistent growth that is expected to continue may consider development fees as an operating revenue source. Some CSAs dedicate this buy-in revenue to capital reserves, rather than funding annual operations.

### Operating Expenses

This is the first cost category that is considered when developing a financial plan. Operating and maintenance costs include the day-to-day expenses of providing road, fire protection, or other services to customers. Expenses include labor, insurance, equipment costs, and materials.

### Reserves

Reserves are an accepted way to stabilize and support a CSA financial management effort. Small districts usually fund the operating expenses but don't often consider putting money aside for a specific upcoming financial need or project, or for an amount that can be used to provide rate stabilization in years when revenues are unusually low or expenditures are unusually high. The rationale for maintaining adequate reserve levels is two-fold. First, it helps to assure that the CSA will have adequate funds available to meet its financial obligations in times of varying needs. Secondly, it provides a

framework around which financial decisions can be made to determine when reserve balances are inadequate or excessive and what specific actions need to be taken to remedy the situation.

CSA reserve levels can be thought of as a savings account. Reserve balances are funds that are set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. Common reserve balances are established around the following four areas: operating reserve, capital improvement, emergency, and debt service reserve. These balances are maintained in order to meet short-term cash flow requirements, and at the same time, minimize the risk associated with meeting financial obligations and continued operational needs under adverse conditions.

## 2. Rate Basics

### Rate Structures

The following are types of assessment structures common to CSAs:

- **Uniform Flat Rate:** Customers pay the same amount per parcel regardless of whether the parcel is developed or undeveloped. This type of rate is easiest to administer; however, it has been argued that it is not fair to the undeveloped parcels that generate less traffic or have no structures that require fire protection.
- **Flat Rate by Development Status:** Parcels are distinguished as being “developed” or “undeveloped.” A different flat rate is established for each class based on presumed inequality of usage between the classes. This is the assessment structure used for CSA No. 59.
- **Rate Based on Parcel Size:** In this rate structure, a base rate is usually established for having the services (road or fire protection) available and a usage fee is charged based on the size of the parcel. It assumes service demand is directly linked to parcel size.

## 3. Assessment Analysis

The current CSA No. 59 revenues are shown in the table below:

Class	Annual Assessment	Number of Accounts	Total Annual Revenue
Undeveloped Parcels	\$100	7	\$700
Developed Parcels	\$200	7	\$1,400
<b>Total Annualized Revenue</b>			<b>\$2,100</b>

Historically, most of the revenues generated by the annual assessments were dedicated to the maintenance of a fire-suppression pond that served the District, leaving virtually no funds for road maintenance. The pond was decommissioned earlier this year. Actual road maintenance expenditures in past years have been minimal due to lack of funds for roads caused by fire pond maintenance expenses. Fire pond maintenance is no longer part of the CSA. The engineer’s estimate to fully maintain the

District's roadways is \$13,000 annually. While the proposed assessment would not generate this amount of funds, the proposed assessment would increase the District's ability to perform at least some of the critical maintenance activities. Absent a rate increase, it is estimated the system will have an annual shortfall of nearly \$10,900 in FYE 6/30/2016 with no dollars available for reserve funding.

Table 3.2 below illustrates the required assessment to fully fund the estimated annual expenses. The assessment does not include any funds to establish operating, CIP, or emergency reserves.

<b>Table 3.2: Assessment Necessary to Fund Annual Expenses</b>	
<b>Parcel Class:</b>	<b>Annual Assessment</b>
Undeveloped Parcel:	\$619
Developed Parcel:	\$1,238

The annual assessments necessary to fully fund routine operational expenses are considered unaffordable for the properties located within CSA No. 59. After discussions with the residents of CSA No. 59, the YCPW proposes a more conservative adjustment to the existing assessment as follows:

<b>Table 3.3: Proposed Assessment</b>		
<b>Parcel Class:</b>	<b>Current Assessment (per parcel)</b>	<b>Proposed Assessment (per parcel)</b>
Undeveloped Parcel:	\$100	\$200
Developed Parcel:	\$200	\$400

The proposed assessment adjustment would increase annual revenues by \$2,100.

## Conclusions and Recommendations

Key points to remember with any assessment adjustment:

- The County shall work closely with CSA 59 property owners to educate them on why it is necessary to raise and adjust assessments.
- In order to achieve and maintain long term viability, the County should review CSA 59's assessment structure annually or no less than a minimum of every two years.
- On behalf of CSA No. 59, the County should begin the process of increasing assessments to the recommended rates shown in Table 3.3.

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# 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



(549-1215) Adopt... - 1 of 40

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

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director  
Tracy Bryan, Program Manager  
Health & Human Services Department

**DATE:** December 15, 2015

**SUBJECT:** Resolution of the Board of Supervisors for California Work Opportunity and Responsibility to Kids Program (CalWORKs) Housing Support Program

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the attached Resolution of the Board of Supervisors authorizing the Chair of the Board to accept funds from the California Work Opportunity and Responsibility to Kids Program (CalWORKs) Housing Support Program; authorize the Chair of the Board to enter into agreements developed under the program; and approve appropriation of funds in the amount of \$259,257.00 to cover anticipated expenditures and increased revenue for the newly awarded CalWORKs Housing Support Program (HSP) for FY2015-16.

**BACKGROUND:** On August 14, 2015, the CalWORKs Division of the Health and Human Services Department (HHSD) submitted a proposal to the California Department of Social Services (CDSS) for the CalWORKs HSP to provide housing support to homeless CalWORKs recipients. On October 2, 2015, HHSD was awarded an allocation of \$322,492 for the CalWORKs HSP for the period of July 1, 2015, through June 30, 2016, for the purpose of rapid rehousing of CalWORKs recipients.

**DISCUSSION:** The goal of the HSP is to foster permanent housing placement and retention by addressing a family's immediate housing crisis and placing homeless CalWORKs families into transitional and/or permanent housing in order to stabilize and support them in achieving self-sufficiency. By partnering with Salvation Army – Yuba Sutter Corps, HHSD anticipates providing assistance to 30 families to become safely and permanently housed. The total amount payable under the Salvation Army Agreement is \$45,327.00. In addition, by utilizing established services and personnel, more HSP funding will be available to assist clients to become safely and permanently housed. The HSP funds will be appropriated to Social Services – Admin 100-000-361.45-00 and Realignment 100-000-361.46-12 and expenditures to Professional Services 100-5200-451.23-01 and Contracted Services 100-5200-451.23-02.

**COMMITTEE:** The Human Services Committee recommended approval on December 8, 2015.

**FISCAL IMPACT:** There is no fiscal impact to county general funds.



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

<b>RESOLUTION AUTHORIZING THE</b>	)	
<b>CHAIR OF THE BOARD TO ACCEPT</b>	)	
<b>FUNDS FROM THE CALIFORNIA</b>	)	
<b>CalWORKs HOUSING SUPPORT</b>	)	<b>RESOLUTION NO. _____</b>
<b>PROGRAM FOR THE TERM OF JULY 1,</b>	)	
<b>2015, THROUGH JUNE 30, 2016, AND</b>	)	
<b>EXECUTE RELATED DOCUMENTS</b>	)	

---

**WHEREAS**, the State of California has made funds available through the Department of Social Services (CDSS) for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program under Senate Bill 855 to provide housing support to homeless CalWORKs recipients.

**WHEREAS**, On August 14, 2015, the CalWORKs Division of the Health and Human Services Department submitted a Housing Support Program proposal to CDSS which included an implementation timetable of December 2015 for full implementation of the program. On October 2, 2015, Yuba County Health & Human Services Department was awarded an allocation of \$322,492 under the CalWORKs Housing Support Program for the period of July 1, 2015, through June 30, 2016, for the purpose of rapid rehousing of CalWORKs recipients; and

**WHEREAS**, it is in the best interest of the residents of Yuba County to participate in the CalWORKs Housing Support Program and utilize the funds to address a family's immediate housing crisis, alleviate their homelessness and focus on providing wrap-around services to the family in order to stabilize and support them in achieving permanent housing and self-sufficiency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Yuba as follows: that the Chair of the Board is hereby authorized to accept \$322,492 for the Social Services Division for the period of July 1, 2015, through June 30, 2016, and any subsequent funds awarded for the stated period; to execute, upon review and approval of County Counsel, documents as required by the program for the

stated period; to authorize and execute the transfer and allocation of funds for the stated period, and further, the Chair of the Board is granted authorization to execute agreements, amendments or memorandums of understanding developed under this allocation. A copy of the said contracts or any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

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

AYES:

NOES:

ABSENT:

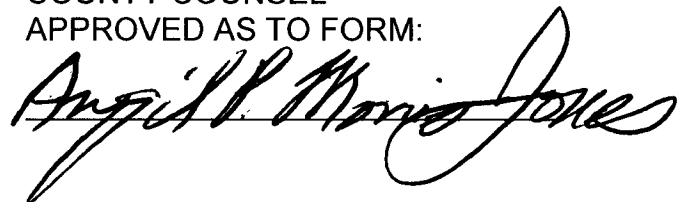
ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

ANGIL MORRIS-JONES  
COUNTY COUNSEL  
APPROVED AS TO FORM:



**AUDITOR-CONTROLLER'S OFFICE**  
**BUDGET ADJUSTMENT REQUEST FORM**

FISCAL YEAR 2019/20


**PREPARED BY/PHONE** Cindy Sartell - Ext. 6355

EXPLANATION FOR BUDGET ADJUSTMENT:	
To cover anticipated expenditures and increased revenue for the newly awarded CalWORKs Housing Support Program (HSP) for Fiscal Year 15-16	

**BUDGET TRANSFER #** \_\_\_\_\_  
(assigned by ACO)

**MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING**  
**MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)**

**APPROVALS:** Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

 11-3-15  
SIGNATURE OF AUTHORIZED OFFICIAL DATE

SIGNATURE                      DATE

Robert Bendorf / En 11/5/11

\_\_\_\_\_  
SIGNATURE DATE

\*\*\*\*\*AUDITOR USE ONLY BELOW THIS LINE\*\*\*\*\*

**GENERAL LEDGER:**

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: \_\_\_\_\_

SIGNATURE DATE



WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)

(549-1215) Adopt... - 5 of 40

EDMUND G. BROWN JR.  
GOVERNOR

October 2, 2015

Ms. Jennifer Vasquez, Director  
Yuba County Health and Human Services Department  
P.O. Box 2320  
Marysville, CA 95901

Dear Director Vasquez:

Congratulations! We are pleased to inform you that your county's proposal for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) for Fiscal Year (FY) 2015-16 has been accepted.

Your county's final allocation for FY 2015-16 is **\$322,492**.

**Trainings and Meetings**

In person attendance by the county's HSP coordinator or designee is required for HSP trainings and/or meetings throughout the year. To date, the following HSP trainings have been scheduled:

- November 5th and 6th in Sacramento (Northern California counties); or
- November 9th and 10th in Los Angeles (Southern California counties); and
- December 8th in Orange County (All HSP counties)

Additional information regarding the upcoming trainings will be sent to your county's designated HSP coordinator.

**Fiscal Claiming**

Counties that receive HSP funding are required to claim all costs on a quarterly basis by performing time studies and utilizing HSP identified Program Codes. Additional information regarding county HSP claiming instructions are enclosed. If you have any questions regarding claiming instructions, please contact the Fiscal Systems Bureau at [fiscal.systems@dss.ca.gov](mailto:fiscal.systems@dss.ca.gov).

**Data Reporting**

Counties in receipt of HSP funding are required to complete and return the HSP 14 report on a monthly basis. The first HSP 14 report for newly funded counties will be due November 20, 2015 for the reporting month of October 2015. The report form and instructions are enclosed. If you have any questions regarding the HSP 14 report, please contact the Data Systems and Survey Design Bureau at (916) 651-8269.

**HSP Certification**

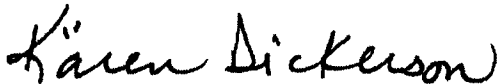
To accept the terms of the HSP allocation, please review and complete the enclosed HSP certification form. The HSP certification form indicates the number of families targeted for permanent housing, based on the final allocation amount. In addition, counties are expected to target at least 70 percent of the HSP allocation for direct financial assistance, which includes rental subsidies, security deposits, moving costs, temporary shelter costs, etc. It does not include case management or administrative expenses.

Please scan and return the completed HSP certification form to Julie McQuitty at [julianne.mcquitty@dss.ca.gov](mailto:julianne.mcquitty@dss.ca.gov) no later than October 16, 2015. Please also send the original signed document, postmarked no later than October 16, 2015, to the following address:

California Department of Social Services  
744 P Street  
MS 8-8-31  
Sacramento, CA 95814  
Attn: Julie McQuitty

Thank you for your proposal and we look forward to partnering with you to provide housing support to CalWORKs families. If you have any questions, please contact Kären Dickerson, Chief, CalWORKs Employment and Eligibility Branch, at (916) 651-6562.

Sincerely,



TODD R. BLAND  
Deputy Director  
Welfare to Work Division



BRIAN DOUGHERTY  
Deputy Director  
Administration Division

Enclosure(s)

c: Tracy Bryan, Program Manager

**15/16 BUDGET**

	<b>COST PER UNIT</b>	<b># OF UNITS</b>	<b>2.50% COUNTY FUNDS</b>	<b>OTHER STATE/MISC FUNDS</b>	<b>SUBTOTAL</b>	<b>REQUESTED HS PGM FUNDS</b>	<b>TOTAL</b>
<b>PERSONNEL</b>							
SOCIAL WORKER II (EMPLOY) @ 8 MOS	33,528.00	1.00				31,851.60	31,851.60
SALARIES/DATA COLLECTION						1,676.40	1,676.40
Subtotal	33,528.00	1.00	-	-	-	33,528.00	33,528.00
BENEFITS @ 8 MOS	15,940.00	1.00	-	-	-	15,940.00	15,940.00
Subtotal	15,940.00	1.00	-	-	-	15,940.00	15,940.00
	49,468.00		-	-	-	49,468.00	49,468.00
<b>INDIRECT COSTS</b>							
INDIRECT COST RATE (HSS POSITION ONLY)	49,468.00	25%	-	-	-	12,367.00	12,367.00
Subtotal	49,468.00	25%	-	-	-	12,367.00	12,367.00
	49,468.00		-	-	-	12,367.00	12,367.00
<b>SUPPLIES</b>							
Office Supplies	25.00	7	4.38	170.63	175.00		175.00
Program Supplies	200.00	7	-	-	-	1,400.00	1,400.00
Subtotal	225.00	14	4.38	170.63	175.00	1,400.00	1,575.00
<b>TOTAL SUPPLIES</b>	225.00		4.38	170.63	175.00	1,400.00	1,575.00
<b>SMALL TOOLS &amp; EQUIPMENT</b>							
PC	800.00	1.00	20.00	780.00	800.00	-	800.00
Desk Phone	224.00	1.00	5.60	218.40	224.00	-	224.00
Misc IT Connectivity	256.00	1.00	6.40	249.60	256.00	-	256.00
			-	-	-	-	-
			-	-	-	-	-
Subtotal	1,280.00		32.00	1,248.00	1,280.00	-	1,280.00
<b>TOTAL SMALL TOOLS &amp; EQUIPMENT</b>	1,280.00		32.00	1,248.00	1,280.00	-	1,280.00
<b>CONTRACTED SERVICES</b>							
SALVATION ARMY @ 8 MOS							
SALARIES	19,220.00	1				19,220.00	19,220.00
SALARIES/DATA COLLECTION						-	-
BENEFITS	10,656.00	1				10,656.00	10,656.00
SUPPLIES/FACILITY COST/EQUIPMENT	10,450.00	1				10,450.00	10,450.00
TRANSPORATION COSTS	2,013.00	1				2,013.00	2,013.00
INDIRECT COST	2,988.00	1				2,988.00	2,988.00
						-	-
Subtotal	45,327.00	5	-	-	-	45,327.00	45,327.00
<b>TOTAL CONTRACTED SERVICES</b>	45,327.00		-	-	-	45,327.00	45,327.00
<b>SUPPORT &amp; CARE OF PERSONS</b>							
Temporary & Transitional Housing	2,000.00	30	-	-	-	60,000.00	60,000.00
Rent & Move Assistance	5,131.00	30	-	-	-	153,930.00	153,930.00
Subtotal	7,131.00		-	-	-	213,930.00	213,930.00
<b>TOTAL SUPPORT &amp; CARE OF PERSONS</b>	7,131.00		-	-	-	213,930.00	213,930.00
<b>GRANT TOTAL</b>	152,899.00		36.38	1,418.63	1,455.00	322,492.00	323,947.00

**HOMELESS PROGRAM BUDGET FY 2015-2016**

PERSONNEL EXPENSE					TOTALS
	Hourly Rate	% FTE	Hours p/week	Total	
Housing Support Specialist	\$10.50	100%	40	\$ 13,020.00	
Transporter	\$10.00	100%	20	\$ 6,200.00	
Subtotal:				\$ 19,220.00	
BENEFITS EXPENSE					
	Salary	% of Total Salary	Total		
FICA	\$19,220.00	7.65%	\$ 1,470		
Pension	\$19,220.00	7.00%	\$ 1,345		
Workers Comp	\$19,220.00	5.74%	\$ 1,102		
Misconduct	\$19,220.00	1.95%	\$ 375		
General Liability	\$19,220.00	1.72%	\$ 330		
Subtotal:			\$ 4,623		
HEALTH INSURANCE EXPENSE					
	Amount		# of Periods	Total	
Health Insurance	\$862.00		7	\$ 6,034	
Subtotal:			\$ 6,034		
Total Personnel, Benefits and Health Budget:				\$ 29,877	
OPERATING COSTS					
	Description			Total	
Office Supplies	General Office Supplies			\$ 1,000	
Rent/Utilities	\$850 Monthly x 7 Mos.			\$ 5,950	
Communications/Tech Fees	\$500 Monthly x 7 Mos.			\$ 3,500	
Subtotal:			\$ 10,450		
Total Operating Costs Budget:				10,450	
TRANSPORTATION COSTS					
	Federal Rate	Miles/Month	# of Months	Total	
Client Visists/Transport to appts	\$0.575	500	7	\$ 2,013	
Subtotal:				\$ 2,013	
Total Transportation Costs Budget:				2,013	
Total Personnel and Other Costs Budget:				42,339	
ADMINISTRATIVE COST					
	%	S&B Costs			
Administrative Cost*	10%	\$ 29,876.79			
*10% of Salary & Benefits					
TOTAL ANNUAL COST:				46,327	

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and The Salvation Army - Yuba Sutter Corps ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of a Housing Support Program for CalWORKs families.

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

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

#### **2. TERM.**

Commencement Date: December 1, 2015

Termination Date: June 30, 2016

The term of this Agreement shall become effective on December 1, 2015, and shall continue in force and effect for a period of seven (7) months, unless sooner terminated in accordance with the terms of this Agreement.

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

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



### **3. PAYMENT.**

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-5.

### **5. ADDITIONAL PROVISIONS.**

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

### **6. GENERAL PROVISIONS.**

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

### **7. DESIGNATED REPRESENTATIVES.**

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Major Ivan Wild is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS.**

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

Attachment A -	Services
Attachment B -	Payment
Attachment C -	Additional Provisions
Attachment D -	General Provisions
Attachment E -	Insurance Provisions
Attachment F -	Confidentiality Provisions and Statements

Attachment G - Cost Justification  
Attachment H - Invoice for Payment  
Attachment I - YCHHSD Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information  
Attachment J - Vendor Assurance of Compliance (CR-50)  
Attachment K - Homeless Intervention Evaluation Tool

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on \_\_\_\_\_, 2015.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

THE SALVATION ARMY

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

\_\_\_\_\_  
~~Bill Dickinson, Major~~  
Ivan Wild, Major

Authorized pursuant to Board  
Resolution No. 2015-

INSURANCE PROVISIONS APPROVED

\_\_\_\_\_  
Jill Abel  
Human Resources Director & Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Angela P. Morris-Jones  
County Counsel

\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health and  
Human Services Department

## **ATTACHMENT A**

### **SERVICES**

#### **A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES.** YCHHSD staff shall:

- A. Serve as a single point of entry for the Housing Support Program (HSP). Community partners will refer potentially eligible CalWORKs families for HSP services.
- B. Identify those CalWORKs families to be referred to CONTRACTOR for housing services to be provided by CONTRACTOR and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients/families referred to CONTRACTOR for housing services by YCHHSD shall be eligible to receive services under this Agreement.
- C. Use Attachment I -Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- D. Assist the contracted Housing Support Specialist with conducting HSP Orientations to referred CalWORKs families.

#### **A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES.**

##### **A.2.1** The CONTRACTOR's designated Housing Support Specialist (HSS) shall:

- A. Work collaboratively with Social Workers (SWs), Family Stabilization Social Workers (FSSWs), Eligibility Technicians (ETs), and other collaborating agencies to provide a holistic approach to barriers related to housing instability.
- B. Assist YCHHSD staff with weekly HSP Orientations
- C. Assist with reviewing and verifying eligibility to the HSP.
- D. Use Attachment H-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.

- E. Manage cases actively participating in the HSP.
- F. Document participation in HSP, utilizing the Homeless Intervention Evaluation Tool (Attachment K) to track specific data necessary to complete the State mandated HSP 14 form and submit monthly to COUNTY.
- G. Assist in creating and presenting various housing workshops monthly on topics such as: budgeting, tenant etiquettes, credit counseling, and other related topics.
- H. Remind and encourage clients to attend scheduled housing workshops.
- I. Assist CalWORKs clients to review and understand the importance of maintaining good credit and rental history.
- J. Assist and/or instruct clients with proper housekeeping techniques.
- K. Conduct home visits based on individual housing plans.
- L. Provide notification to current SW/ET for processing of rent and (as needed) moving assistance to cover move-in costs, deposits, and the rental and/or utility assistance necessary to allow individuals and families to move immediately into permanent housing.
- M. Recruit and engage landlords.
- N. Help families negotiate manageable and appropriate lease/rental agreements with landlords. The HSS will serve as the lead in providing rapid rehousing services to identify landlords willing to house CalWORKs families that may have prior evictions and other barriers to increase the pool of available and affordable permanent housing.
- O. Assist CalWORKs clients with looking for and obtaining affordable housing within their income level.
- P. Provide appropriate and time-limited services and supports available to families to allow them to stabilize in permanent housing: The HSS will respond to the unique needs of each CalWORKs family that is housed to ensure they remain in housing.
- Q. Act as a liaison with landlords to assist with issues and/or disputes.

- R. Conduct housing inspections and follow-up with clients and/or landlords to ensure housing is properly maintained and/or necessary repairs are completed.
- S. Ensure that services provided are client-directed, respectful of individuals' rights to self-determination and voluntary: The YCHHSD HSP is designed to maximize funding to help families overcome their destabilizing crises. The goal remains to help the WTW mandatory adults begin or continue participation in WTW activities.

**A.2.2** The CONTRACTOR's designated Transportation Aide will:

- A. Provide transportation assistance to the families involved with the HSP.

**A.3 TIME SERVICES RENDERED.**

Specific date(s) to be mutually agreed upon by COUNTY and CONTRACTOR.

**A.4 MANNER SERVICES ARE TO BE PERFORMED.**

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

**A.5 FACILITIES FURNISHED BY COUNTY.**

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

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## ATTACHMENT B

### PAYMENT

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty-Five Thousand Three Hundred Twenty-Seven Dollars (\$45,327.00), as specified in Attachment G – Cost Justification. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Forty-Five Thousand Three Hundred Twenty-Seven Dollars (\$45,327.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

**B.2 FISCAL PROVISIONS.** CONTRACTOR shall submit a detailed monthly invoice (with back-up documentation such as payroll journal, mileage log, purchase receipts, etc.) for payment of services rendered not later than the twentieth (20th) day of the month following the provision of services.

**B.2.1.** For the months through May during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment H – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment H – Invoice Format and shall be submitted no later than the 10<sup>th</sup> of the month following the end of the month in which services were rendered.

**B.2.2.** For the month of June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10<sup>th</sup>. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10<sup>th</sup> day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

**B.2.3.** CONTRACTOR agrees to submit the Homeless Intervention Evaluation Tool (HEIT - Attachment K) for each month of the payment period for which an invoice is submitted for payment. The HEIT shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

**B.2.4** COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall

constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

**B.4 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.5 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

**B.6 AUDIT PROVISIONS.** In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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## ATTACHMENT C

### ADDITIONAL PROVISIONS

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

**C.2 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

**C.5 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

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



**C.7 CONFIDENTIALITY.** For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

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

**C.8 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.9 PROVISIONAL LIMITATION.** It is specified that Provisions D.11 and D.14 shall not be construed to be applicable to confidential client case records.

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## **ATTACHMENT D**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is

engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in

law or equity.

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

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

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

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any

continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

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

With a copy to:  
County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Major Bill Dickinson  
Corps Officer  
The Salvation Army  
P.O. Box 869  
Marysville, CA 95901



## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 INSURANCE.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

**E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

**E.2.1 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.

**E.2.2 Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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.

**E.2.3 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.

**E.2.4 Professional Liability (Errors and Omissions)** Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

**E.3 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**E.4 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 CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR 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 CONTRACTOR'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).

**E.5 Primary Coverage.** For any claims related to this contract, **CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it.

**E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

**E.7 Waiver of Subrogation.** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR 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.

**E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**E.9 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.

**E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

**E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**E.10.3** 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**E.11 Verification of Coverage.** CONTRACTOR 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 CONTRACTOR'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.

**E.12 Subcontractors.** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**E.13 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.

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## **ATTACHMENT F**

### **CONFIDENTIALITY PROVISIONS AND STATEMENTS**

#### **F.1 INTRODUCTION.**

For the purposes of carrying out a contract for residential substance use treatment services entered into between the COUNTY and The Salvation Army, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

#### **F.2 DEFINITIONS.**

**F.2.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

**F.2.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**F.2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**F.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

#### **F.3 BACKGROUND.**

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

#### **F.4 PROVISIONS.**

**F.4.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**F.4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**F.4.2.1** Securing all areas where confidential information is maintained and/or stored;

**F.4.2.2** Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

**F.4.2.3** Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used

for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

**F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Erma Thurman, Yuba County Privacy Officer  
Phone: (530) 749-6356 or (530) 749-6311  
E-Mail: [ethurman@co.yuba.ca.us](mailto:ethurman@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

**F.4.8.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

**F.4.8.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

**F.4.9** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

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**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: \_\_\_\_\_

CONTRACTOR

  
Ivan Wild, Major



**ATTACHMENT G - COST JUSTIFICATION  
HOMELESS PROGRAM BUDGET FY 2015-2016**

HOMELESS PROGRAM BUDGET FY 2015-2016						
PERSONNEL EXPENSE					TOTALS	
	Hourly Rate	% FTE	Hours p/week	Total		
Housing Support Specialist	\$10.50	100%	40	\$ 13,020.00		
Transporter	\$10.00	100%	20	\$ 6,200.00		
Subtotal:				\$ 19,220.00		
BENEFITS EXPENSE					TOTALS	
	Salary	% of Total Salary	Total			
FICA	\$19,220.00	7.65%	\$ 1,470			
Pension	\$19,220.00	7.00%	\$ 1,345			
Workers Comp	\$19,220.00	5.74%	\$ 1,102			
Misconduct	\$19,220.00	1.95%	\$ 375			
General Liability	\$19,220.00	1.72%	\$ 330			
Subtotal:			\$ 4,623			
HEALTH INSURANCE EXPENSE						TOTALS
	Amount		# of Periods	Total		
Health Insurance	\$862.00		7	\$ 6,034		
Subtotal:			\$ 6,034			
Total Personnel, Benefits and Health Budget:					\$ 29,877	
OPERATING COSTS					TOTALS	
	Description			Total		
Office Supplies	General Office Supplies			\$ 1,000		
Rent/Utilities	\$850 Monthly x 7 Mos.			\$ 5,950		
Communications/Tech Fees	\$500 Monthly x 7 Mos.			\$ 3,500		
Subtotal:			\$ 10,450		TOTALS	
Total Operating Costs Budget:						10,450
TRANSPORTATION COSTS					TOTALS	
	Federal Rate	Miles/Month	# of Months	Total		
Client Visists/Transport to appts	\$0.575	500	7	\$ 2,013		
Subtotal:				\$ 2,013		
Total Transporation Costs Budget:					2,013	
Total Personnel and Other Costs Budget:					42,339	
ADMINISTRATIVE COST					TOTALS	
	%	S&B Costs				
Administrative Cost*	10%	\$ 29,876.79				
*10% of Salary & Benefits						
TOTAL ANNUAL COST:					45,327	

## ATTACHMENT H

## INVOICE FORMAT

<b>Contractor's Name and Address</b>		<b>Contact Name and Phone Number</b>		
The Salvation Army Yuba Sutter Corps 408 H Street/ PO Box 869 Marysville, CA 95901		Phone:  yubasutter@usw.salationarmy.org		
<b>Program</b>		<b>Period of Service/Invoice Number</b>		
Housing Support Program for CalWORKs Families				
<b>PROGRAM STAFF</b>	<b>Rate/HR</b>	<b>#of Hrs of</b>	<b>Amount</b>	<b>Total</b>
Housing Support Specialist	\$ 10.50		\$ -	
Transporter	\$ 10.00		\$ -	
<b>Total Salary Expenses:</b>			\$ -	
<b>BENEFITS EXPENSE</b>	<b>% of Salary</b>		<b>Amount</b>	
FICA	7.65%		\$ -	
Pension	7.00%		\$ -	
Workers Compensation	5.75%		\$ -	
Misconduct	1.95%		\$ -	
General Liability	1.72%		\$ -	
<b>Total Benefit Expenses:</b>			\$ -	
<b>Total Personnel Expenses:</b>				
<b>HEALTH INSURANCE</b>	<b>Cost p/mon</b>	<b># months</b>		
Health Insurance	\$ 862.00		\$ -	
<b>Total Health Insurance:</b>				
<b>OPERATING COSTS</b>	<b>Cost p/mon</b>	<b>months</b>	<b>Amount</b>	
Office Supplies			\$ -	
Rent/Utilities	\$ 850.00		\$ -	
Communications/Tech Fees	\$ 500.00		\$ -	
<b>Total Operating Cost:</b>				
<b>TRANSPORTATION COSTS</b>	<b>Fed Rate</b>	<b>Miles</b>	<b>Amount</b>	
Client Visits/Transport to appointments	\$ 0.575		\$ -	
<b>Total Operating Cost:</b>				
<b>ADMINISTRATIVE COSTS</b>	<b>%</b>	<b>S&amp;B Costs</b>	<b>Amount</b>	
Administrative Cost	10%	\$ -	\$ -	
<b>GRAND TOTAL</b>				\$ -

## Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

Mail original and back-up documentation to:  
Yuba County Health and Human Services Department  
Attention: Administration/Finance  
P.O. Box 2320  
Marysville, CA 95901

**ATTACHMENT I – AUTHORIZATION FOR RELEASE OF PHI/PII**

<b>YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT</b> <b>AUTHORIZATION FOR RELEASE OF</b> <b>PROTECTED HEALTH INFORMATION,</b> <b>PERSONALLY IDENTIFIABLE INFORMATION,</b> <b>and/or</b> <b>Other Client/Patient Case Related Information</b>	
<b>Facility/Provider:</b> <b>Facility/Provider Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____	
<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Fax Number:</b> _____ <small>Area Code</small> (     ) _____	
<b>Client's/Patient's Full Name:</b> <b>Client's/Patient's Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Other Identifying Name (AKA):</b> _____	
<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Date of Birth:</b> _____	
I authorize the facility/provider listed above to release medical services, social services, drug and alcohol services and/or mental health services information about me (AS DESCRIBED BELOW) to the following:	
<b>Release Information to:</b> <b>Street Address:</b> _____  <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____	
<b>Phone Number:</b> _____ <small>Area Code</small> (     ) _____  <b>Fax Number:</b> _____ <small>Area Code</small> (     ) _____	
The information to be disclosed includes <b>(indicate choice by initialing specific items):</b>  a.     _____ all medical information _____ only the following information (specify, e.g., "discharge summary only"): _____ _____ _____  b.     I specifically authorize the release of the following information: _____ HIV/AIDS _____ Mental Health _____ Psychological Testing Results _____ Drug/Alcohol Treatment	
<div style="display: flex; justify-content: space-between; font-size: small;"> <span>YCHSD 452-1 Client Release of Information</span> <span>Rev. 8/13</span> <span>Page 1</span> </div>	

**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
AUTHORIZATION FOR RELEASE OF  
PROTECTED HEALTH INFORMATION,  
PERSONALLY IDENTIFIABLE INFORMATION,  
and/or  
Other Client/Patient Case Related Information**

**This disclosure of information is for the following purpose:**

☐ At the request of the individual

☐ Other (describe specific purpose): \_\_\_\_\_

**If not revoked, this authorization shall terminate after one (1) year:**

☐ Other date: \_\_\_\_\_ (must be less than one (1) year)

**I understand the following about this authorization:**

- **I can revoke this authorization in writing.** Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- **I understand that treatment cannot be denied to me based on my refusal to sign this authorization.** However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- **If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.**
- **Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.**
- **I have a right to receive and I will be offered a copy of this authorization.**
- **A copy of this authorization is as valid as an original.**

Signature of \_\_\_\_\_ Date \_\_\_\_\_

☐ Client/Patient

☐ Patient Representative

If Patient Representative signs, indicate relationship (e.g, parent, guardian, conservator): \_\_\_\_\_

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

**COUNTY STAFF USE ONLY**

Initials of Staff Receiving Form:	Mailed/Faxed by:	Date Mailed/Faxed:
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**Additional notes:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT J**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE YUBA COUNTY**  
**WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.


THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

  
Director's Signature

P.O. Box 869, Marysville, CA 95901

Address of vendor/recipient

(08/13/01)

**CR50-Vendor Assurance of Compliance**

## ATTACHMENT - K

Yuba County Health & Human Services  
 5730 Packard Ave., Suite 100  
 P.O. Box 2320  
 Marysville, California 95901  
 (530) 749-6311



## HOMELESS INTERVENTION EVALUATION TOOL

Date				
Case #			Phone #	
Name			DOB	
Spouse/Partner			DOB	
Other household members	Name	Age	Relationship	
<b>CURRENT LIVING SITUATION:</b>				
Address (if any)				
Current Housing Situation			<input checked="" type="checkbox"/> Comments/details:	
	Behind on rent <small>SW</small>	<input type="checkbox"/>		
	Eviction in progress <small>SW</small>	<input type="checkbox"/>		
	Temporarily living here <small>HSP</small>	<input type="checkbox"/>		
	Living in a shelter <small>HSP</small>	<input type="checkbox"/>		
	Sleeping in car <small>FS</small>	<input type="checkbox"/>		
	No night time shelter <small>FS</small>	<input type="checkbox"/>		
Other <small>SW</small>	<input type="checkbox"/>			
<b>INCOME &amp; EXPENSES</b>				
Estimated Monthly Income	Paid to	Amt	From	
		\$		
		\$		
		\$		
		\$		
Estimated Monthly Expenses	Expense	Amt	Expense	Amt
	Rent	\$	Car Payment	\$
	PG&E	\$	Car Insurance	\$
	Water/Sewer/Garb.	\$	Fuel/Bus	\$
	Phone/Cell Phone	\$	Other:	\$
	Cable/Internet	\$	Other:	\$
	Food	\$	Other:	\$
	Childcare	\$	Other:	\$
<b>HISTORY</b>				
THA Used <input type="checkbox"/> YES <input type="checkbox"/> NO		Date:	SCREENER:	
PHA Used <input type="checkbox"/> YES <input type="checkbox"/> NO		Date:	Signature	
Homeless Months (this instance)			Date	

YCHHSD ## Homeless Intervention Evaluation Tool (8/2015)

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# The County of Yuba

(550-1215) Adopt... - 1 of 36

## 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



**Nichole Quick, MD, MPH**  
**Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Jennifer Vasquez, Director JV *EV*  
Carol Newsom, Program Manager *Car*  
Health & Human Services Department

**DATE:** December 15, 2015

**SUBJECT:** Resolution Approving and Adopting the Yuba County General Assistance Handbook

**RECOMMENDATION:** It is recommended that the Board of Supervisors approve the attached Resolution of the Board to approve and adopt the General Assistance Handbook pursuant to Welfare and Institutions Code Section 17000 et seq. The General Assistance Handbook provides the legal basis for the General Assistance program in Yuba County.

**BACKGROUND:** On September 22, 2009, the Board approved Resolution No. 2009-91 which adopted the rules, regulations and policies, and established standards of aid and care for the indigent and dependent poor of the County of Yuba pursuant to Welfare and Institutions Code Section 17000.5 regarding General Assistance. The purpose of General Assistance is to provide and care for indigent persons who are lawful residents of the County when such persons are not supported and relieved by their relatives or friends, their own means or other assistance programs.

**DISCUSSION:** This Resolution rescinds Resolution Number 2009-91, and subsequent amendments thereto, and approves and adopts the General Assistance Handbook. General Assistance in Yuba County is based upon formal actions of the Board of Supervisors. The Director of the Health and Human Services Department (HHSD) will be the delegated authority to interpret the General Assistance Regulations & Handbook and, upon county counsel approval, amend, alter or modify the regulations contained therein if necessary to assure consistency with the law. Any such regulatory modifications to the GA Handbook will be approved by the Board of Supervisors. In addition, routine, non-policy changes in the Handbook may be made by the Director of the HHSD.

**COMMITTEE:** The Human Services Committee was by-passed as the General Assistance program has no impact to any other department.

**FISCAL IMPACT:** General Assistance is a program financed by the General Fund. General Assistance is included in the annual budget adopted by the Board of Supervisors.





**BE IT FURTHER RESOLVED**, by the Yuba County Board of Supervisors that the Director of the Yuba County Health and Human Services Department (HHSD) is hereby authorized to make non-policy changes in the Handbook; the HHSD Director is also authorized to interpret the GA Regulations and Handbook and, upon review and approval of County Counsel, to amend, alter or modify the regulations contained within the Handbook when necessary to assure consistency with the law. Any such regulatory modifications to the GA Handbook shall be approved by the Board of Supervisors.

**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

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

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

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




**YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
GENERAL ASSISTANCE HANDBOOK**

DECEMBER 15, 2015

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## **INTRODUCTION**

### **SECTION I**

#### **1. LEGAL BASIS FOR THE GENERAL ASSISTANCE PROGRAM**

The California Welfare and Institutions (W&I) Code, Division 9, Part 5, Sections 17000 through 17410 is the general authority for the administration of General Assistance (GA). The definition of the GA Program is delegated to the County Boards of Supervisors by state law. Each county is required to establish standards of assistance which shall be available to the general public.

General Assistance in Yuba County is based upon formal actions of the Board of Supervisors. However, the Director of the Health and Human Services Department (HHSD) is the delegated authority to interpret the GA Regulations & Handbook and to amend, alter or modify the regulations contained therein if necessary to assure consistency with the law. Any such changes will be approved by the Board of Supervisors. In addition, routine, non-policy changes in the Handbook may be made by the Director of the HHSD.

Upon adoption by the Board of Supervisors, this GA Handbook provides the legal basis for the program in Yuba County. Any questions of interpretation should be directed to the GA Program Manager.

#### **2. GENERAL INFORMATION**

GA is a program financed by local taxes. An amount is included in the annual budget adopted by the Board of Supervisors. Eligibility and amount of aid is established in accordance with Welfare and Institutions Code 17000.5

#### **3. PURPOSE OF THE GENERAL ASSISTANCE PROGRAM**

The GA program is by nature a residual assistance program for those persons who are ineligible for aid under any federal or state program which is designed to meet all of the applicant/recipient's needs, such as CalWORKs or Supplemental Security Income/State Supplementary Payment (SSI/SSP). It is in large part an emergency assistance program to be used when other resources are not available or cannot be developed to meet the needs of the applicant(s).

The Eligibility Technician (ET) is responsible for securing, verifying and evaluating information and evidence to determine the amount of need and eligibility, and for explaining the applicant/recipient's rights and requirements under the program. Respect for the integrity and self-esteem of the applicant/recipient is essential in promoting and encouraging self-reliance and independence. Per the Supplemental Nutrition Assistance Program (SNAP) regulations, CalFresh benefits do not count as income.

During the determination of initial and continuing eligibility, each applicant/recipient shall assume as much responsibility as possible within their physical, emotional,

educational, or other limitations. Applicant/recipient responsibilities include but are not limited to:

- A. Completing or participating in the completion of all documents required in the application process or in the determination of continuing eligibility
- B. Making available to the County all documents that are in their possession or available to them which are needed to determine eligibility and the amount of grant
- C. Reporting all facts which he/she believes to be material to their eligibility or which the County has identified to them as affecting eligibility
- D. Reporting any change in any of these facts within ten (10) calendar days of the occurrence
- E. Applying for CalFresh benefits, GA cases are considered non-assistance households

**4. CIVIL RIGHTS AND AMERICANS WITH DISABILITIES ACT (ADA)**

Pursuant to State and Federal laws, the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP), Division 21, and the Civil Rights Annual Plan guidelines, counties are required to ensure that the administration of public assistance and social services programs is non-discriminatory and accommodations for individuals with disabilities are provided and expedited as referenced in the County of Yuba HHSD Civil Rights Plan, and Americans with Disabilities Act (ADA), Title II SSA Policy D31. This includes but is not limited to:

- A. Written procedures to identify an applicant's/recipient's disability (physical or mental impairment, which could limit access or participation).
- B. Written procedures for offering free interpreter services and auxiliary aids, addressing all languages spoken by applicants/recipients, including American Sign Language.
- C. Procedures to identify an applicant's/recipient's need for services due to his or her disability, limited-English proficiency or inability to read or write and provide the opportunity for him or her to request auxiliary aids, services, translated forms, or assignment to a bilingual ET or other interpreters. Describe services and accommodations provided, e.g. interpretation by paid interpreters or other county employees, Braille materials, etc.
- D. Procedures to ensure that services or benefits are not denied or unduly delayed due to an applicant's disability, limited English proficiency, or inability to read or write.
- E. Procedures to ensure that case files identify non-English-speaking and limited-English speaking, or disabled applicants/recipients so that when transferred from one ET to another within the program or one program to another program, services can be provided appropriately.

- F. Division 21, section 21-116 requires the County to document in the applicants'/recipients' case files certain information or actions taken including but not limited to:
  - 1. Information that identifies the applicant/recipient as disabled.
  - 2. Applicant/recipient's requests for auxiliary aids, reasonable accommodations, services or interpreter services and how those services were provided.
- G. Procedures to ensure that benefits are not terminated, for example as a sanction for violating program rules, or for failure to submit required paperwork, without consideration of whether a recipient's disability, limited English proficiency, or inability to read or write affected the recipient's ability to comply with program rules.

**5. REPAYABILITY**

The W&I Code permits counties to request repayment of GA payments made from county funds. Each application for GA shall include the applicant's agreement to repay assistance issued under the program to the extent that the recipient later acquires property, not including wages, that is in excess of the amount necessary to meet the recipient's needs.

The applicant/recipient shall be provided a Notice of Action (NOA) specifying the amount of repayment and the right to appeal.

**ELIGIBILITY DETERMINATION**

**SECTION II**

**1. ELIGIBILITY DETERMINATION**

Yuba County HHSD shall:

- A. Investigate the needs and resources of each applicant for GA.
- B. Protect the integrity of the program by ensuring that aid is paid only to eligible persons.

Eligibility determination is done by a recorded study and verification of the applicant/recipient's circumstances in relation to GA requirements, followed by a decision as to eligibility and, if eligible, the amount of aid.

- C. Ensure that every person administering aid shall conduct them self with courtesy, consideration, and respect toward applicants and recipients.
- D. Ensure that every person administering aid shall endeavor at all times to perform his or her duties in such a manner as to secure for every person the amount of aid to which he or she is entitled.

2. **CONFIDENTIAL CASE RECORDS**

The case records maintained by the Department shall be confidential and not open to examination or inspection, except by:

- A. The Grand Jury of Yuba County.
- B. The Board of Supervisors of Yuba County.
- C. An officer or employee of Yuba County charged with implementation or enforcement of these policies.
- D. The applicant or recipient, the authorized representative of such person, and a person who has a signed release of information from the applicant or recipient.
- E. Persons authorized by section 17006 or 17006.5 of the Welfare and Institutions Code, but only as to those records to which they are entitled by said section.
- F. Other persons or agencies as may be required by law.

**APPLICATION FOR GENERAL ASSISTANCE**

**SECTION III**

1. **APPLICATION PROCESS**

- A. An application consists of a written request for GA on the appropriate GA application form. Aid may not be approved without the appropriate written Application for GA, Statement of Facts Supporting Eligibility, Repayment Agreement, and any other verification or forms required by Department Procedures.

As part of the application process, the County will review the GA Responsibilities and Requirements Agreement with the applicant/recipient. The applicant shall sign the Responsibilities and Requirements Agreement form and the applicant will be provided with a copy of the agreement.

- B. All applicants who are denied assistance will be provided a written denial NOA which includes the specific reason for denial, the appropriate GA regulation sections and appeal rights.
- C. All applicants/recipients have the right to self-determination and may request withdrawal, denial or discontinuance of benefits. When an act of non-cooperation precedes this request or follows a written agreement to cooperate, without good cause, all applicable sanctions for failure to comply with GA regulations, policies and/or procedures or for misrepresenting material facts to the Department shall be imposed.

2. **PROMPTNESS**

The Department will process each application within thirty (30) days. It is the Department's goal to process Immediate Need applications within three business days.



Immediate Need is defined as the immediate need for shelter, food and/or medical needs, or has an unlawful detainer Notice to Vacate, or 48-hour utility shut off notice.

3. **BEGINNING DATE OF AID (BDA)**

The BDA in GA is the first of the month in which an application for GA is signed and received by the Department from an applicant who is eligible. Aid shall be granted on a monthly basis based on eligibility requirements.

Applicants applying for GA after the 15<sup>th</sup> day of the month, determined eligible to receive benefits for the initial month and the subsequent month, shall receive both allotments at the same time.

4. **REPORTING**

An ET will meet with the employable recipient to review job search progress. All recipients shall report any changes in their income, needs and other factors of eligibility within ten (10) calendar days of the occurrence.

5. **VERIFICATION**

When verification of evidence is available, it will be filed in the case record per procedures.

The applicant/recipient is the first source of information and it is the responsibility of the applicant/recipient, insofar as possible, to furnish all information necessary to establish eligibility to aid and the correct amount of grant. The Department is responsible for providing reasonable assistance to the applicant/recipient in obtaining verifications required to determine eligibility to receive GA benefits.

6. **REQUIRED VERIFICATION**

- A. **IDENTIFICATION** – One form of identification is required for each adult member of the GA Assistance Unit (AU); it is not required for a minor who is aided as part of a family unit. Identity may be verified through readily available documentary evidence, or if this is unavailable, through a collateral contact.

Examples of acceptable identity verifications that the applicant may provide include, but are not limited to:

- Social Security card or other documents containing the SSN
- Driver's license/identification card
- Work or school ID
- ID for health benefits, or for another assistance program
- Voter registration card
- Wage stub
- Birth certificate
- Collateral contact

A collateral contact is a written confirmation of an individual's identity by a person outside the AU. The acceptability of a collateral contact shall not be restricted to a particular individual but may be anyone that can be expected to provide an accurate third-party verification of the individual's identity. Examples of acceptable collateral contacts include, but are not limited to:

- Employers
- Landlords
- Social services agencies
- Probation/Parole Officer

An exception may be made when the person has a valid reason for not having identification (e.g. theft of papers, loss in fire, homelessness etc.) and the person qualifies for Immediate Need GA. The Department shall provide the applicant with a Verification for Reduced Fee Identification Card Form (DL 937) if an individual is unable to obtain proof of identity, including through collateral contact.

**NOTE:** Inquiry to a collateral contact requires the written authorization from the applicant/recipient. All verifications will be documented in the case record per Department procedures. Failure of applicant/recipients to provide necessary verifications or failure to cooperate with the Department in securing necessary verifications without good cause shall result in denial or discontinuance of benefits.

- B. **SOCIAL SECURITY NUMBER (SSN)** - A SSN (or proof of non-citizen status) is required for every member of the GA AU for which aid is requested prior to issuance of benefits. Verification shall include the Social Security card or other valid documentation, such as award letters from the Social Security Administration. For members of the GA AU who do not have a SSN, verification of a completed SSN application is required prior to issuance of benefits. The Department shall promptly supply applicants with the SSN application form.
- C. **AGE** - Age is verified only if the ET has reason to believe the applicant is a minor or is age 65 or older. When two or more verifications conflict, the primary documentation takes precedence. Examples: Birth certificate, school records, or identification which required proof of age.
- D. **NON-CITIZEN STATUS** - Verification of non-citizen status is required.
- E. **COOPERATION ESTABLISHED** - The AU must demonstrate cooperation with all program and eligibility requirements, including Job Search and must complete an application for all other available monies, including but not limited to; SSI/SSP, Veteran's Benefits, Unemployment Insurance Benefits (UIB), State Disability Income (SDI), and request that a sponsor of a non-citizen verify support monies. The AU is required to cooperate with the Department and with any other Department or individual in securing those benefits.
- F. **OTHER**- Verifications shall be required as identified by the ET as specified elsewhere in the Handbook.

## **PROGRAM REQUIREMENTS AND PENALTIES**

### **SECTION IV**

#### **1. CASE STATUS**

All recipients of GA must be evaluated for employability. However, such evaluation shall not be required before aid begins.

It is the goal of the Department to develop a plan of support for GA applicant/recipients so that GA will be utilized as a temporary emergency means of support while recipients strive to become self-sufficient or to otherwise become independent of further assistance.

#### **2. MINORS**

Age verification is required in all situations in which the ET has reason to believe that the applicant is a minor, unless the minor is aided as part of a family group.

- A. Emancipated minors are eligible to receive GA provided they otherwise meet all eligibility requirements.
- B. Non-emancipated minors, other than members of the GA AU, will be referred to Children's Services for a child abuse/neglect assessment.

#### **3. ADULT STUDENTS**

Adult students are potentially eligible to receive GA if they are willing and able to meet all program requirements and if all eligibility factors are met.

#### **4. INTERIM ASSISTANCE (IA)**

All incapacitated persons shall be referred to the Social Security Administration Office to file an SSI/SSP application. Failure to apply for SSI/SSP makes the AU ineligible for GA.

GA may be granted to SSI/SSP applicants while the application for SSI/SSP is pending if the AU is otherwise eligible to receive GA. The applicant/recipient must sign the form Authorization for Interim Assistance (SSP14) in order for the county to recoup monies loaned. The SSP14 is NOT an optional form. The applicant/recipient is responsible for notifying the county within ten (10) days if the status of their SSI/SSP application changes.

#### **5. INCAPACITATED PERSONS**

- A. Incapacity will be verified in accordance with Department procedures. Assistance will be authorized pending verification of incapacity.
- B. Evaluation of the person's employability must be done by a health care professional. An applicant's failure/refusal to cooperate with obtaining an

evaluation by a health care professional without good cause shall result in the denial or discontinuance of GA benefits, and the imposition of sanctions per Section IV.7.

- C. Alcohol or other substance abuse alone does not automatically constitute incapacity.
- D. A person residing in a contracted residential substance abuse treatment facility is **not** eligible to receive GA.
- E. Persons may be classified as incapacitated because of a physical, social, emotional and/or mental condition.
- F. Persons who are no longer incapacitated shall be transitioned to the Employable's Program if additional assistance is requested. Recipients shall be allowed to obtain a change in classification between Incapacitated and Employable without a new GA application and without any interruption in benefits due to the change in classification, so long as the recipient complies with all program requirements relating to the new classification.
- G. Individuals may appeal employability classification determinations.

## 6. **EMPLOYABLE PERSONS**

The GA AU shall be given a Notice of Action (NOA) which shall include the benefit period at the time of approval for GA benefits. No further benefits shall be authorized after expiration of the benefit period.

Recipients shall be allowed to obtain a change in classification between Employable and Incapacitated without any new GA application and without any interruption in benefits due to the change in classification, so long as the recipient complies with all program requirements relating to the new classification.

Each individual in the GA AU, unless excluded from receiving benefits, is required to meet all work requirements of the GA program unless specifically exempted by a health care professional. Failure to cooperate without good cause results in the imposition of a sanction.

### A. **EXEMPTIONS**

The following persons are exempt from participation in the Job Search:

- Incapacitated  
Verification of incapacity by a health care professional must be on file.
- A child under age sixteen (16)

- A child age sixteen (16) or seventeen (17) who is a full-time student (as defined by the school) in an elementary school, junior high/middle school, high school, or vocational/technical school. Verification of school enrollment is required.
- Age sixty-four (64) or older
- An adult responsible for the care of a member of the AU on a substantially continuous basis due to the physical and/or mental impairment/incapacity of that member, as verified by a physician's statement. If another person resides in the home that can provide such care, the GA applicant/recipient is not exempt.
  - a. Verify the impairment/incapacity of the other AU member and that substantially continuous care is necessary, as verified by a physician's statement.
  - b. Determine that the adult seeking the exemption is the only person available to provide care.
  - c. One adult caretaker of a child under six (6) months old. If another person resides in the home that can provide such care, the GA applicant/recipient is not exempt.

**B. REQUIREMENTS**

Each non-exempt member of the AU must comply with each of the requirements of mandatory Job Search promptly after aid begins:

- Job Search requires the applicant/recipient to complete a minimum of 10 (ten) job search contacts monthly and submit the Job Search Form (YCHHSD 78) to the Department by 4:00 pm on the second Wednesday of each month.
- Conduct job search as required by the GA Program
- Accept job referrals made by the ET
- Accept any offer of appropriate employment which pays at least minimum wage

**C. TIME LIMITS**

GA benefits for employable individuals who have been offered an opportunity in the Job Search Program shall not exceed three (3) months out of any twelve (12) month period.

The GA AU shall be notified of the benefit period at the time of approval for GA benefits. No further benefits shall be authorized after expiration of the benefit period without a new application and redetermination of eligibility.

GA benefits for incapacitated individuals, who have been approved for SSI/SSP benefits, will be discontinued from GA from the date of the Social Security approval.

**7. SANCTIONS**

- A. Sanctions shall be applied when a member of the GA AU fails or refuses without good cause to follow program regulations.
  - 1. Sanctions shall be imposed only when a GA AU member:
    - a. Is not participating in the Job Search Program, without good cause.
    - b. Voluntarily quits a job, without good cause, or causes an employer, without good cause, to terminate him or her because of a violation of valid company rules or policies.
    - c. Refuses, without good cause, a job referral or a job offer.
    - d. Participates in a strike, without good cause.
    - e. Fails, without good cause, to be evaluated by a health care professional and claims a disability lasting more than three (3) weeks.
    - f. Knowingly makes fraudulent or intentional false statements or intentionally withholds information regarding GA eligibility.
    - g. Engages in violent, destructive or threatening behavior in connection with the GA Program.
- B. Sanctions applied to any adult member of the AU will reduce the Maximum Aid Payment.
- C. Duration of sanctions shall be as follows:
  - 1. Initial sanctions shall be applied for ninety (90) days from the date aid is last paid.
  - 2. A sanction of one hundred eighty (180) days shall be applied for any second or subsequent incidents, within a twelve (12) month period.
  - 3. The sanction period may be stayed when aid is paid pending an appeal. The balance of the sanction period will be served if the County's action is upheld on appeal.
- D. Application and Review of Sanctions for Employable's
  - 1. Sanctions will be imposed and good cause determinations will be made when the recipient is subject to a sanction for actions prior to application for GA and for failure to participate in the Job Search Program without good cause.
  - 2. Sanctions will be imposed and good cause determinations will be made by the ET anytime an applicant/recipient fails to meet the requirements of the Job Search Program without good cause.

3. The sanction period will stop if the sanctioned individual becomes incapacitated. Such incapacity must be verified by other medical evidence prior to resuming aid. The balance of the sanction period will be served when the incapacity is over.
  4. When the sanction period exceeds the remaining period of eligibility, the balance of the sanction period shall continue to run. Once the sanction period ends, the recipient is eligible for any remaining period of eligibility within the original existing twelve (12) month period.
- E. Sanctions will **not** be imposed if good cause is found to exist. In determining good cause, a violation will not be considered willful or negligent if the individual claims that his or her failure to comply with program requirements was the result of his or her verified disability, or the verified disability was a significant factor causing the failure. In all cases in which the recipient makes such a claim that his or her failure to comply with program requirements was the result of his or her verified disability, or if the HHSD has reason to believe that an individual's disability was a significant factor in causing the failure to comply, then HHSD will evaluate and determine whether the disability was a significant factor causing the failure to comply.
- Lack of good cause consists of willful refusal or failure, or three separate instances of, negligent failure of the recipient to follow program requirements.
- F. Good cause may be demonstrated by a showing of any of the following which includes but is not limited to:
1. The recipient was hospitalized or ill
  2. It is verified that the recipient's failure to comply with program requirements was the result of his or her disability, or disability was a significant factor causing the failure.
  3. The recipient's job paid less than the minimum wage as set by the State of California.
  4. The job was beyond the recipient's mental or physical capacity.
  5. Transportation issues prevented the recipient from complying with the Job Search requirements.
  6. Inability to obtain verification from a third party not under the recipient's control.
  7. Other circumstances beyond the recipient's control that resulted in the recipient not being able to comply with a program requirement or deadline. This could include: Missing an appointment because it conflicted with a previously scheduled medical appointment, job interview, court, probation, or parole appointment; missing an appointment or deadline due to a failure of transportation; or a death in the recipient's immediate family, including a spouse, domestic partner, parent, sibling, or child.
- G. A NOA with respect to the imposition of sanctions shall specify the reason a sanction is imposed and shall specifically identify the alleged violation(s).

8. **EMPLOYED PERSONS**

- A. For purposes of GA, full-time employment is defined as sixty four (64) hours of employment per month or employment which pays the equivalent minimum wage and is equal to or in excess of the GA grant.
- B. Aid shall not be approved when any adult member of the AU is fully employed or on strike.

9. **INELIGIBLE PERSONS**

- A. Institutionalized Person Any individual incarcerated or otherwise institutionalized is not eligible to receive GA. If a recipient is incarcerated or institutionalized during an aided period, aid paid during this period is considered an overpayment
- B. Residential Treatment Facility Any individual who is residing in a contracted residential substance abuse treatment facility is not eligible to receive GA benefits. If a recipient is residing in a contracted residential substance abuse treatment facility during an aided period, aid paid during this period is considered an overpayment.
- C. Probation/Parole Violators Any individual who is violating a condition of probation or parole imposed under federal law or the law of any state is not eligible to receive GA, unless the individual is granted a pardon by the President of the United States. To be considered a probation or parole violator, an impartial party, such as a judge or an officially sanctioned tribunal, must determine that the individual violated a condition of his or her probation or parole and that federal state or local law enforcement authorities are actively seeking the individual to enforce the conditions of the probation or parole. See ACL No. 15-82.
- D. Fleeing Felons Any individual who is a fleeing felon is not eligible to receive GA. An individual who is a fleeing felon when a warrant for arrest is presented with one of the following three NCIC codes: Escape (4901); Flight to Avoid Prosecution, Confinement, etc. (4902); or Flight-Escape (4999).
- E. Sanctioned/Ineligible Persons Any individual sanctioned from or ineligible due to time limit restrictions on another Public Assistance Program such as CalWORKs.
- F. SSI/SSP recipients- Any individual who is receiving SSI/SSP is ineligible.
- G. Responsible Relative or Friend Any individual being supported by a responsible relative (spouse, parent, adult child or friend) with the financial ability is ineligible.



## **INCOME AND PROPERTY DETERMINATIONS**

### **SECTION V**

#### **1. INCOME DEFINITION**

Income is any benefit in cash received by the GA AU, including but not limited to work or business activities, ownership in real property, a contribution from persons or organizations, pensions/retirement, interest or dividends.

All income of the AU shall be considered in determining financial eligibility to GA assistance. Income and resources that are currently available to an AU shall be taken into consideration in determining the amount of the assistance grant.

Potential income and resources shall be explored and developed so that they can be made available to meet the needs of the AU. Failure of an AU, upon the Department's request, to apply for any aid or income or to file for any property to which they appear eligible results in ineligibility.

#### **2. VERIFICATION OF INCOME**

Applicant agrees to take all actions necessary to obtain unconditionally available income, including public assistance, a relative's offer of contribution, benefits available to veterans of military service, Social Security and Unemployment Benefits, possible sponsor contributions, and retirement or pension plans.

Applicants/recipients who appear to be eligible for other aid programs (e.g. SSI/SSP) must follow-through with the eligibility determination. Failure to follow through without good cause will result in ineligibility for GA. Persons who need assistance in completing the eligibility process due to disability, limited English proficiency, or inability to read or write shall be provided such assistance or be found to have good cause.

#### **3. TYPES OF INCOME**

- A. Current income is the income which is received in the current month regardless of the period over which it is accrued. Monies which are received or anticipated to be received during the calendar month are considered currently available income.
- B. Money that is legally obligated and otherwise directly payable to an individual, but which is diverted to a third party, shall be counted as income as if it were paid to the individual (i.e. Social Security income paid to a payee/representative).
- C. Earned income is all wages and salaries received by an employee, including gross income from a self-employment enterprise (excluding business-related expenses) and/or the total gain from the sale of any capital goods or equipment related to the business, excluding the verified costs of doing business.

- D. Educational grants and loans are prorated over the period they are intended to cover. Verified tuition and other mandatory school fees are deducted per Department procedures.
- E. Energy Assistance payments are not considered income.
- F. Grants or gifts from individuals or assistance agencies must be evaluated as to amount and purpose. Those contributions which are designated to meet all or a portion of the GA component shall be counted as income.
- G. Lump sum payments received are considered income in the month they are received. Thereafter, these sums are considered assets. The AU is ineligible for GA until it spends down the money to an amount below the asset limit. Examples include Social Security payments, other social insurance awards, insurance settlements, income tax refunds, earned income credits, retirement benefits, etc.
- H. Reimbursements received are not considered income to the AU to the extent that they do not exceed the costs incurred.
- I. Retirement funds, including money in Individual Retirement Accounts and Keoghs, shall be considered potentially available income. The funds must be actually available. AUs are required to apply for withdrawal of such funds. When received, the funds will be treated as lump sum payments. Failure to apply for these funds shall result in ineligibility to receive GA.
- J. Ten percent (10%) of roomer/boarder payments shall be considered income unless such payments are made to the applicant/recipient by a subletter and passed on in full to the landlord.
- K. The AU's share of rent shall be the full rent amount less all payments received from roomers.

4. **DEEMED INCOME**

- A. The income of all members of the AU will be included in determining the financial eligibility of the AU. In accordance with the W & I Code, Division 9, Part 6, Chapter 10, Section 18908 and Food Stamp Regulations, Section 63-201, CalFresh allotments are not considered income.
- B. The income of any person who, as a sponsor of the entry of a GA Applicant or Recipient into the United States, executed an affidavit of support or similar agreement with respect to that applicant or recipient, and the income of sponsor's spouse, shall be deemed, after the deductions provided in W&I Code 17001.7 (b) (c), to be the income of that applicant or recipient, for a period of three (3) years after the individual's entry into the United States.

The deeming of a sponsor's and the sponsor's spouse's income shall not apply to a non-citizen whose sponsor has abandoned his or her duty to support the

non-citizen in accordance with W&I Code 17001.7 (f). Abandonment of the duty to support shall include, but is not be limited to, abuse, battery, neglect, or refusal to support. Evidence of abandonment may be demonstrated by documentary evidence or collateral statements.

5. **DEFINITION OF REAL PROPERTY**

Real property is land and improvements, as differentiated from cash, vehicles or similar assets which are personal property. Real property includes, as a general rule, immovable property attached to the land (e.g. trees, fences, buildings, etc.). It also includes mines, patented or unpatented oil, mineral and/or timber rights. Any mobile home or other dwelling which is used exclusively as the applicant/recipient's only home is considered real property for GA purposes.

A GA applicant who owns real property is not eligible for GA.

The real property of any person who, as a sponsor of the entry of a GA Applicant or Recipient into the United States, executed an affidavit of support or similar agreement with respect to that applicant or recipient, and the real property of sponsor's spouse, to be the real property of that applicant or recipient, in accordance with W&I Code 17001.7 (b) (c), for a period of three (3) years after the individual's entry into the United States.

The deeming of a sponsor's and the sponsor's spouse's real property shall not apply to a non-citizen whose sponsor has abandoned his or her duty to support the non-citizen in accordance with W&I Code 17001.7 (f). Abandonment of the duty to support shall include, but is not be limited to, abuse, battery, neglect, or refusal to support. Evidence of abandonment may be demonstrated by documentary evidence or collateral statements.

The amount of real property resources of a sponsor and the sponsor's spouse that shall be deemed to be the real property of a non-citizen for any month shall make that non-citizen ineligible to receive GA.

6. **FOREIGN ASSETS**

Real property consisting of foreign assets will be treated as secondary real property with the same requirements to sell as described above unless the AU provides verification of official action to block or freeze the asset.

7. **DEFINITION OF PERSONAL PROPERTY**

Personal property is any property, tangible or intangible, that is not real property, generally consisting of possessions which may be easily transported or stored, or present or future interests in property whether legal or equitable. Personal property may be in the nature of a property right, such as uncollected debts and claims, and includes vehicles, liquid resources, deferred compensation, accounts receivable and/or interest in a firm under receivership. Liquid resources consist of cash on hand and assets which can be readily and quickly converted to cash, such as savings, checking

and other bank accounts, the cash surrender value of insurance policies, stocks, bonds, IRA's, KEOGH's. Verification through documents within the applicant or recipients control without incurring new cost to the recipient of the value of personal property shall be provided before any aid is paid.

8. **PERSONAL PROPERTY MAXIMUM**

- A. Encumbrances of record are to be considered in determining the personal property holdings of the AU. Encumbrances on vehicles must be recorded with the DMV in order to be subtracted from the vehicle value. Verification of an encumbrance is required only when the unencumbered value would make the AU ineligible to receive GA.
- B. If the AU does not agree with the value assigned to any personal property item, they may submit an appraisal prepared by a qualified appraiser. The appraisal shall be used in determining the value of the personal property item.

The value of any items of personal property not excluded; is included in the maximum permissible property total.

9. **PERSONAL PROPERTY TO BE INCLUDED**

- A. The personal property of any person who, as a sponsor of the entry of a GA Applicant or Recipient into the United States, executed an affidavit of support or similar agreement with respect to that applicant or recipient, and the personal property of sponsor's spouse, to be the personal property of that applicant or recipient, in accordance with W&I Code 17001.7 (b) (c), for a period of three (3) years after the individual's entry into the United States.

The deeming of a sponsor's and the sponsor's spouse's personal property shall not apply to a non-citizen whose sponsor has abandoned his or her duty to support the non-citizen in accordance with W&I Code 17001.7 (f). Abandonment of the duty to support shall include, but is not be limited to, abuse, battery, neglect, or refusal to support. Evidence of abandonment may be demonstrated by documentary evidence or collateral statements.

- B. The amount of personal property resources of a sponsor and the sponsor's spouse that shall be deemed to be the resources of a non-citizen for any month shall be the total value of personal property determined as if the sponsor were applying for GA, reduced by one thousand five hundred dollars (\$1,500).

10. **PERSONAL PROPERTY TO BE EXCLUDED**

- A. The value of household furniture and personal effects, including engagement and wedding rings and heirlooms, not to exceed \$1,000.
- B. The value of tools, supplies, equipment and other items which are determined by the Department to be an essential part of a program of rehabilitation or a program to assist in the maintenance and self-support of the AU.

- C. The value of one vehicle per AU that the net value does not exceed \$5,000.
- The value of a vehicle is determined per the most recent Kelly Blue Book (KBB) "private party" value at the time of the determination.
- D. An irrevocable trust for funeral, cremation or interment expenses is excluded from consideration.
1. Money or securities must be placed in an irrevocable trust with either a banking institution or trust company legally authorized by the State of California to serve as trustee or with not less than three (3) persons, one of whom may be an employee of the funeral director who is entering into a pre-need Funeral Arrangement as provided in the Business and Professions Code.
  2. Life or burial insurance purchased specifically for funeral, cremation or interment expenses, which is placed in an irrevocable trust or which has no cash or loan value to the insured, is exempt.
  3. Securities by a licensed cemetery authority which by their terms are convertible only into payment for funeral, cremation or interment are exempt.

11. **FOREIGN ASSETS**

Foreign assets will be included unless the AU provides verification of official action to block or freeze a foreign account or asset.

**RESIDENCE**

**SECTION VI**

1. **CITIZENSHIP AND NON-CITIZEN STATUS**

Verification of United States citizenship or legal residence is required when there is reason to believe citizenship is questionable, such as when the individual was born outside the United States or when information conflicts with statements from the applicant/recipient.

Non-citizens who provide acceptable documentation that they are legally residing in the United State on a non-temporary basis are eligible to receive GA.

Non-citizens, who hold Immigration and Customs Enforcement (ICE) documentation verifying they have been granted an indefinite stay from deportation, are eligible to receive GA.

Non-citizen victims of trafficking, domestic violence and other serious crimes who qualify for Federal and/or State aid are eligible to apply for and receive GA benefits.

Persons with student visas, tourist visas or other evidence of temporary admission do not qualify for GA.

Except when an applicant is in Immediate Need and cannot immediately provide verification, GA will not be issued pending verification of permanent legal resident status. Undocumented non-citizens are not eligible to receive GA.

GA will not be issued pending verification of permanent legal resident status. Undocumented non-citizens are not eligible to receive GA.

Foreign visitors who are stranded here may be referred to the closest consulate of their country.

## 2. **GENERAL RESIDENCE INFORMATION**

In order to be eligible to receive GA a person must have been a resident of Yuba County for fifteen (15) days immediately prior to the GA application. Nothing in this section shall be construed to require that an individual have an address or to require a homeless person to acquire an address. A person's residence is the place where he or she lives. The burden of establishing Yuba County residency rests on the applicant. A person may establish residency by self-declaring his/her physical presence and intent to remain in the County indefinitely.

Residence, once established, cannot be lost except by a combination of action and intent. The person who declares or plans to leave the area retains residence until actual time of departure. Aid is denied/discontinued immediately upon the individual's departure from Yuba County if he or she has an intention to remain elsewhere immediately. Temporary absences from Yuba County, with no intention to reside elsewhere, do not render a person ineligible for continued aid. If a person terminates his or her residence in Yuba County, the person may return and re-establish residence at any time by residing in Yuba County for fifteen (15) days.

No applicant for GA may be denied assistance solely on the basis that he/she lacks an address, is living in campgrounds or other similar temporary accommodations, or is sleeping in a vehicle.

Applicant/recipients must keep the Department advised of their address. An AU with an address who moves to another address or becomes homeless shall inform the Department of their whereabouts within ten (10) calendar days. An AU without an address who moves to another location or locates housing shall inform the Department of their whereabouts within ten (10) calendar days.

Applicants and recipients who have no permanent address, including homeless individuals, may use a Post Office Box or any other designated address for purposes of HHSD's mailing of notices and other materials. The mailing address may be a post office box, the address of a relative, friend, shelter, or any other organization that allows the individual to receive mail.

Persons who do not provide the Department with a residence address or who do not choose to use a designated address for purposes of the HHSD's mailing of notices and other materials retain the responsibility of retrieving any correspondence the Department may initiate via General Delivery at the Marysville Post Office. Such persons may come to the HHSD office on a regular basis and request to view all correspondence mailed to them. The Department shall advise applicant/recipients of this right. Documents shall be dated by the Department on the date they are prepared as if they were to be placed in the mail. Dates shall not be altered to reflect the date the item was retrieved by the applicant/recipient.

Persons who received GA from another jurisdiction in the month in which they apply in Yuba County are not eligible to receive GA from Yuba County in the same month.

3. **VERIFICATION**

Verification of residence in Yuba County is required. Individuals will be asked to provide appropriate documentation in their immediate control, such as rent receipts, including motel or hotel receipts, copies of utility bills, driver's license or other identification cards, as proof of residence in Yuba County. Inquiries to collateral contacts may be made with the applicant/recipient's written authorization. When objective verification is not available, the applicant/recipient's sworn statement on the GA Statement of Facts is acceptable verification unless other objective evidence substantiates that the applicant/recipient is not a Yuba County resident.

The Applicant/Recipient's share of the housing expense shall be verified by form YCHHSD 9-Housing Statement. The housing payment shall not exceed the maximum established housing allotment limits.

An applicant/recipient's sworn statement may be subject to review by the Department's Special Investigations Unit (SIU).

**BENEFIT DETERMINATIONS**

**SECTION VII**

1. The GA benefit is calculated as follows:

To determine the Maximum Aid Payment (MAP) for the eligible members of the GA AU, see the General Assistance Maximum Aid Table in Section VII.2.C.

- A. If some members are excluded due to receipt of SSI/SSP, non-citizen status, the benefit will be based on the GA MAP for the number of eligible persons in the GA AU.
- B. Verification of housing costs includes rent receipts, rental agreement, motel, hotel, campground receipts, trailer park, RV or mobile home space rental fee, mortgage payment or a statement of the amount owed for the current month. If the person cannot obtain these verifications

through no fault of his/her own, the individual may self-declare these facts. The County may not reduce the grant for failure to provide third party verification of housing costs.

- C. If an applicant/recipient shares housing with one or more unrelated persons or with one or more persons who are not legally responsible for the applicant/recipient, the MAP is reduced by 15% if shared with one (1) other person, 20% if shared with two (2) other persons, or 25% if shared with three (3) or more other persons. Room and Board housing is not considered shared housing subject to the pro rata deduction.
- D. Utilities are defined as electricity, gas, heating/cooking fuel, water and/or sanitation.
- E. Verification of utility costs includes paid receipts or canceled check for utilities as listed, current utility bill in the applicant's/recipient's name, statement from the manager/landlord/owner specifying the applicant's/recipient's responsibility for the cost of utilities. If the person cannot obtain these verifications through no fault of his/her own, the individual may self-declare these facts. The County may not reduce the grant for failure to provide third party verification of utility costs.
- F. Applicants who state that they do not plan to make Yuba County their residence may be eligible for assistance to return to their prior residence or to their destination providing they are otherwise eligible for GA. The applicant must also determine whether any community agency can provide travel assistance.

A person or family shall not be eligible to receive assistance with transportation to another area more than once in any twelve (12) month period.

## 2. **METHODS OF PAYMENT**

The County, at its discretion, may elect to make GA payments either to a provider or to the GA AU. Payments shall be issued by check or widely accepted merchant gift card.

### A. **ISSUANCE OF BENEFITS**

Provider Payments Housing payments are issued through a voucher system directly to a landlord. The County will request that the applicant's landlord sign a statement indicating an understanding and acceptance of the voucher system. If the landlord does not sign the verification timely, benefits will still be paid to the applicant. The amount of rent will need to be verified by other means.

Utility Expenses Benefits for utility expenses are issued by check.



Personal and Incidentals Benefits for Personal and Incidentals are issued by check or widely accepted merchant gift card.

No benefits will be issued to a destination outside of the County for housing or utility costs incurred out of Yuba County.

**B. FINANCIAL ELIGIBILITY**

Financial eligibility to receive GA is determined by subtracting all current net income per the GA MAP. Any applicable overpayment adjustment shall be subtracted from the GA benefit not to exceed (five percent) 5% of the monthly grant.

The MAP is based on the size of the GA AU and the AU's housing arrangements. See GA Maximum Aid Tables.

The MAP shall not include any individual who is not eligible for aid as a result of the CalWORKs time limits specified in the W & I Code Section 11454 until all of the children of the individual on whose behalf aid was received, whether or not currently living in the home, are eighteen (18) years of age or older.

**C. AID PAYMENTS**

**1. GA Application**

General Assistance will be authorized when the GA AU has provided all mandatory verifications. Such assistance shall be limited to a period not to exceed thirty (30) days from the date of application. Failure to cooperate shall result in denial of GA benefits.

**2. Continuing Payments**

Issuance of a full month of aid without a break in aid constitutes continuing aid. Continuing benefits requires monthly certification.

Individuals who apply for GA after the 15<sup>th</sup> day of the month and have been determined eligible to receive benefits for the initial month and the subsequent month shall receive both allotments at the same time.

**GENERAL ASSISTANCE MAXIMUM AID TABLES**

Household Size	Total Hsg/Util/P&I	Housing	Utilities	Personal & Incidentals
1	\$331.00	\$205.00	\$43.00	\$83.00
2	541.00	335.00	70.00	136.00
3	670.00	415.00	87.00	168.00
4	799.00	495.00	04.00	200.00

GA Allotment Breakdown

Housing = 62% of full allotment

Utilities = 13% of full allotment

Personal and Incidentals = 25% of allotment

Round up or round down for Housing and Utilities

Adjust P&I up or down to equal full allotment

Pursuant to W&I Code Section 17000.5, the Board of Supervisors adopts the GA standard of aid based on the Public Assistance grant levels under Welfare and Institutions (W&I) Code 11453. The Director of the HHSD implements adjustments as needed to the General Assistance standard of aid to align with adjustments to the Public Assistance Standard. This standard of aid shall constitute a sufficient standard of aid.

**PROGRAM INTEGRITY**

**SECTION VIII**

1. **ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES**

No applicant may be denied the right to apply because he or she is unable to appear at an office in person due to disability. GA applicants whose disability prevents them from getting to the HHSD office shall be informed of and offered available alternate accommodations.

2. **OFFICE SAFETY**

The County will not tolerate violent or destructive behavior in any Health & Human Services office/property or any other location associated with the GA Program. It is vital that order be maintained to ensure the safety of both GA applicants/recipients and employees. All acts of violence, destructive or threatening behavior in connection with the GA Program are prohibited. Any violation of this prohibition may result in an imposition of applicable sanctions.

Violent behavior consists of but is not limited to:

- A. Threatening or attempting to strike or otherwise harm another person
- B. Spitting or urinating on another person
- C. Damaging property that does not belong to the applicant/recipient
- D. Threatening or attempting to damage property that does not belong to the applicant/recipient
- E. Making a bomb threat
- F. Striking or otherwise harming another person

- G. Use of profane language is not in and of itself considered violence unless it is combined with threatening behavior

3. **INTER-PROGRAM REFERRALS**

GA staff must be aware of eligibility factors for other assistance programs and make a referral when appropriate. All applications and continuing GA cases shall be screened for potential eligibility to other public assistance programs, including SSI/SSP, and referred when it appears that potential eligibility exists.

4. **GOOD CAUSE DETERMINATION**

Good cause will be evaluated and determined anytime an individual is non-compliant with eligibility and program requirements, including those required to complete Job Search.

In determining good cause, a violation will not be considered willful or negligent if the applicant or recipient claims that his or her failure to comply with program requirements was the result of his or her disability. In all cases in which the applicant or recipient makes such a claim that his or her failure to comply with eligibility and program requirements, including those of Job Search was the result of his or her disability, HHSD will investigate and determine whether the disability was a significant factor causing the failure to comply.

5. **CASE RECORDS**

A separate case shall be established for each separate AU receiving assistance or services under the GA Program.

- A. Determination of the AU is based on the following:

1. Responsible relative status

When a non-responsible relative has previously supported an applicant/recipient, separate AU status may be established if circumstances within the household have changed.

- B. Eligibility of individuals within a household to receive GA is not a factor in determining the composition of the AU. Excluded members of the GA AU include but are not limited to:

1. Recipients eligible for or receiving another type of public assistance (SSI/SSP, CalWORKs, Refugee Cash Assistance (RCA))
2. Ineligible non-citizens
3. Non-exempt minor children who fail to cooperate with GA program requirements
4. Sanctioned/Ineligible Persons Any individual sanctioned from or ineligible due to time limit restrictions on another public assistance program such as CalWORKs

## **ADMINISTRATIVE REVIEW**

### **SECTION IX**

#### **1. NOTICES OF ACTION (NOA)**

- A. Negative action requires adequate written notice to the applicant/recipient.

Written NOAs shall be issued and mailed or handed to an applicant or recipient whenever any action affecting eligibility, duration of benefits or benefit levels regarding an applicant or recipient is taken.

Applicants who are denied assistance will be provided a NOA. Advance notice is not required when aid is denied. The effective date is the date the NOA is issued.

When an application is approved for benefits, an approval NOA must be provided. The NOA must specify how the grant was calculated.

When an application is approved for a specific period of time, an approval notice will be issued identifying the period of eligibility.

A recipient is entitled to advance written notice. The NOA in cases of discontinuance or grant reduction must be provided at least ten (10) days prior to the effective date of action. NOAs must include instructions on the right to ask for a hearing and the requirement to file for a hearing within thirty (30) days of the NOA date.

The date of the NOA shall prevail regardless of the method of delivery. Applicants/recipients who use a designated address, Post Office Box, or General Delivery for HHSD mailing of notices and other material retain the responsibility of retrieving any correspondence the Department may initiate.

- B. The NOA will advise the applicant/recipient of the reasons for the proposed adverse action, the applicable regulations, the right to appeal and that aid may be paid pending the hearing when an appeal is filed.
- C. Timely ten day (10) notice is **not** required in the following instances:
1. The Department has factual information confirming the death of a member of the GA AU.
  2. The whereabouts of the GA-AU are unknown (i.e. where Department mail has been returned by the Post Office, in an appropriate case, indicating no known forwarding address) and cannot be reasonably discovered, for example, telephoning any number that the Department has on file for the applicant/recipient.
  3. A member of the GA AU has been admitted or committed to an institution such as a medical facility or jail.

4. The Department confirms that the effective date of other public cash assistance precedes or is within the ten (10) day advance notice period.

## 2. **APPEALS**

Applicants/recipients may request a conference with representatives of the County GA Program to discuss a NOA. A conference does not affect the applicant/recipient's right of appeal. The NOA will advise the applicant/recipient that even if he or she requests a conference, the appeal deadline remains unchanged.

Applicant/recipients may appeal an action directly to the County Health & Human Services Office.

### A. The appeal must:

1. Be requested in writing
2. State the reasons for disagreement with the action
3. Be signed and dated
4. Be filed within thirty (30) days of the NOA date unless there is good cause.

All hearing requests shall be date stamped on the day the request is received in the HHSD office.

### B. The filing date will be determined as follows:

1. The postmark date on the envelope if the request is mailed.
2. The date stamp on the hearing request if the request is hand delivered to the County.
3. The date the request was signed if the date cannot be determined in (1) or (2) above.
4. Three (3) calendar days before the request was stamped received by the County if the date cannot be determined by the methods described in (1), (2) or (3) above.

If the last date for the performance of any act required in this section is a day that county offices are closed, the period shall be extended to the next working day.

### C. The claimant may represent himself/herself during all aspects of the hearing process or may be represented by an attorney, an authorized representative or any other person whom he or she designates by signing a written statement.

A representative for the claimant must be authorized in writing prior to the hearing if the claimant does not attend the hearing.

- D. The claimant and authorized representative shall have the right to review the case record and/or any other evidence used in making a determination of eligibility. Such review shall be made available at least ten (10) days prior to the hearing.
- E. Hearings shall be conducted in accordance with Department procedures. All testimony shall be given under oath or by affirmation.
- F. Witnesses may only testify at the hearing in the presence of the claimant or authorized representative.
- G. The claimant or authorized representative shall have the right to testify, present witnesses, present written documentation and cross-examine witnesses.
- H. Department staff and any other persons participating in any action leading to the request for an appeal shall appear at the hearing when their presence is requested by Appeals staff, by the claimant, the authorized representative, or when they can provide testimony relative to the merits of the case. All proceedings will be recorded.
- I. Decisions by the Hearing Officer in GA appeals are adopted by the County.
- J. A request for hearing or portion thereof shall be dismissed by a written letter when:
  - 1. The issue is not within the jurisdiction of the County appeals process.
  - 2. The request for hearing is filed beyond the time limit set forth in this section, unless there is good cause for late filing.
  - 3. The Hearing Officer determines at the hearing that the claimant or authorized representative is unwilling to present the case.
  - 4. The Hearing Officer determines that the identical issue has been the subject of a previous hearing involving the claimant.
  - 5. The requestor of the hearing does not have standing to request the hearing.
  - 6. The claimant abandons the hearing by failing to confirm or appear at the hearing without good cause.
- K. If the appeal is denied or dismissed, the claimant may file a written request for a review by the Director of the Yuba County HHSD or designee within fifteen (15) days of the date the decision was adopted. The filing date shall be determined by the date the written request is received by HHSD. Persons will be informed within twenty-one (21) calendar days if a request for review by the Director is granted. If a response is not received within this time period, the request shall be deemed denied.
- L. If a request for review by the Director is granted, and the appeal decision remains denied or dismissed, and the applicant is not satisfied with the

decision, he/she may appeal to the Board of Supervisors. Every appeal filed with the Board of Supervisors shall be in writing and shall state the facts upon which the appeal is based and the relief requested and shall be filed with the Clerk of the Board of Supervisors within thirty (30) days of the mailing date of the decision of the Health and Human Services Director, or designated representative. An appeal to the Board of Supervisors shall be a record appeal. The decision of the Board of Supervisors shall be final.

3. **AID PAID PENDING**

- A. When the recipient files an appeal prior to the effective date of the NOA, aid shall be continued in the amount that the recipient would have been paid according to Department procedures.
- B. Recipients who file an appeal and received aid paid pending shall be required to comply with and cooperate with all GA eligibility and program requirements pending the appeal decision.
- C. Any aid paid pending the appeal decision becomes part of the repayable GA amount. Aid paid pending an appeal is adjustable from future GA payments when the decision supports the County's action.
- D. Exceptions – Aid paid pending shall not be paid or shall cease when:
  - 1. The claim is withdrawn or abandoned.
  - 2. The claim is denied or dismissed.
  - 3. The Hearing Officer determines that the issue is one of law or regulation or change in law or regulation and not of incorrect application of the law or regulation.
  - 4. The claimant, with good cause, requests that the hearing be postponed.
  - 5. The appeal is rescheduled after the claimant and/or the authorized representative failed to appear without good cause.
  - 6. A final decision has been adopted.

4. **REPAYABILITY**

The W & I Code permits counties to request repayment of GA benefits made from county funds. Each application for GA shall include the applicant's agreement to repay assistance issued under the program from after acquired property.

When an applicant/recipient has a claim for Worker's Compensation, lawsuit, or other similar claim pending, a lien shall be signed against that claim for any aid extended. Applicants/recipients shall sign a form authorizing payment to the County for GA

received while an SSI/SSP application is pending from any lump sum retroactive SSI/SSP payments for the period for which the County provided GA.

Failure of the applicant/recipient to sign a repayment agreement and/or a lien shall result in denial or discontinuance of GA benefits.

The total aid granted, either continuously or intermittently is repayable. Repayment of all aid paid is expected. The County shall also pursue recovery from the legal sponsor of a non-citizen for aid paid to the non-citizen during the time in which the sponsor has agreed, in writing, to provide for the non-citizen. The County may require the legal sponsor of the non-citizen applicant/recipient to sign a written agreement to repay any aid provided to the non-citizen pursuant to the W & I Code 17001.6(a).

The applicant/recipient shall be provided a NOA specifying the amount of repayment and the right to appeal.

5. **OVERPAYMENTS**

An overpayment occurs when an applicant/recipient receives GA benefits for which he or she was not entitled due to either administrative or applicant/recipient error. Overpayments may be recovered by decreasing the grant payment by a maximum of five percent (5%) to an otherwise eligible applicant/recipient.

Overpayments due to suspected fraud or misrepresentation shall be referred for investigation and possible criminal prosecution per HHSD procedures.

6. **UNDERPAYMENTS**

When a GA AU is underpaid, a supplement will be issued promptly upon discovery of the underpayment. Administrative underpayments which occur more than one (1) year prior to the date of discovery are not correctable unless ordered by an appeal decision.

The date of discovery is the earlier of the following dates: (1) the date the Department is notified of, discovers or should have discovered the underpayment or (2) the date the claimant requests the correction. If the Department has lost contact with the GA AU and is unable to issue a supplement within sixty (60) days from the date of discovery, no supplemental payment shall be made unless ordered by an appeal decision.

The amount of an underpayment shall be established in accordance with the regulations and grant amounts in effect at the time the underpayment occurred. An underpayment may be used to offset an overpayment. Supplemental payments issued to correct an underpayment are not to be considered a resource or currently available in the month paid or the following month.



## GLOSSARY OF TERMS

### SECTION X

#### 1. TERMS

The following list of definitions includes the terms as used in this Handbook:

- A. **APPEAL**  
A written request by an applicant or recipient for a hearing on an action relative to their application or continuing aid.
- B. **ASSISTANCE UNIT**  
The AU is a group of related persons living in the same home who would be classified as an AU under CalWORKs programs.
- C. **CASH AID PAYMENT**  
A check issued by Yuba County.
- D. **COMMUNITY AGENCY**  
A private Agency with the stated purpose of helping to meet financial, social, or other types of requests from needy segments of the community.
- E. **CONTINUING GENERAL ASSISTANCE**  
Issuance of a full month of aid without a break in aid constitutes continuing aid. Termination or reduction of continuing aid payments requires ten (10) days advance notice except when aid terminates at the end of a time limited eligibility period of thirty (30) days or less.
- F. **COUNTY**  
As used in this manual of regulations, the term County shall refer to the County of Yuba, Marysville, California.
- G. **DEPARTMENT**  
The terms Department, Health and Human Services Department and all federal, state, county, city and private agencies with which the Department has written or implied contracts for services and support.
- H. **EMPLOYABLES**  
Persons who are determined to be physically and mentally able to participate in the Job Search Program.
- I. **INCAPACITATED**  
Adults whose physical, social, emotional and/or mental condition as verified by medical evidence is such that they cannot be expected to engage in any type of gainful employment.
- J. **INTERIM ASSISTANCE (IA)**  
GA payments authorized to applicants for SSI/SSP during the time their applications are being processed by the Social Security Administration.

K. **LIEN**

The legal right to or claim upon real or personal property to satisfy an obligation. The lien in GA allows the County to recover the amount of assistance extended in the event of the recipient's death, receipt of a home loan, sale of property, or conclusion of a lawsuit, including Worker's Compensation.

L. **MAXIMUM AID PAYMENT (MAP)**

The total amount of payment a GA AU is entitled to during a calendar year.

M. **MINOR**

Any unmarried person under the age of 18 years. If the marriage of a person under age 18 has been annulled, the person reverts to status as a minor.

N. **REFERRAL**

Directing an applicant/recipient to another available program or service.

O. **RESOURCES**

Money, property, claims or goods of value which may be utilized to meet an applicant/recipient's needs.

P. **RESIDENTIAL TREATMENT FACILITY**

Any individual who is residing in a contracted residential substance abuse treatment facility is **not** eligible to receive GA.

Q. **RESPONSIBLE RELATIVES**

Responsible relatives are the spouse of the applicant/recipient or the parent of a non-emancipated minor.

R. **REVIEW OR CONFERENCE**

An examination of a case by a supervisor to determine the accuracy of an action taken. This may be requested by an applicant/recipient prior to an appeal but does not affect the individual's right to appeal.

S. **SANCTION**

A specific period of ineligibility imposed when a member of the GA AU fails without good cause to comply with GA regulations, policies and/or procedures or misrepresents material facts to the Department.

T. **SHARED HOUSING**

A standard of general assistance for applicants or recipients who share housing with one or more unrelated persons or one or more persons who are not legally responsible for or related to the applicant/recipient.

U. **SPONSORED NON-CITIZEN**

A non-citizen who was lawfully admitted to the United States for permanent residence by relying on an affidavit of support pursuant to the Immigration and Nationality Act.

**V. UNDOCUMENTED NON-CITIZEN**

A non-citizen who has no documentary proof of their legal right to reside in the United States.



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Wildlife Branch  
1812 Ninth Street  
Sacramento, CA 95811  
(916)445-3406

EDMUND G. BROWN JR., Governor  
CHARLTON H.

(551-1215) Notic... - 1 of 4

RECEIVED

December 2, 2015

NOV 24

Clerk/Board of Supervisors

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

Dear Supervisors:

This is to inform you of the Department of Fish and Wildlife's intent to recommend to the Fish and Game Commission the following 2016-17 deer hunt(s):

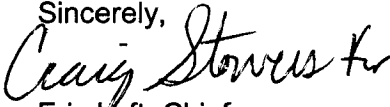
- G-19 Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt
- J-8 Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt
- J-16 Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt
- J-17 Blue Canyon Apprentice Either-Sex Deer Hunt

The 2015 tag quota for the subject hunt(s) were as follows: G-19 = 25; J-8 = 15; J-16 = 75; J-17 = 25. The recommendation for the attached proposal(s) will be formally received by the Commission at its December 10, 2015 meeting. Please note that the recommendation(s) do not identify a specific tag quota but rather a range of tags at this time. A final recommendation (within this range of tags) based on herd performance and harvest results will be provided to the Fish and Game Commission for adoption at its April, 2016 meeting.

Pursuant to sections 458 and 459 of the Fish and Game Code, you are hereby notified of the Department's recommendation affecting your county. In order to object or modify the proposal, the Board of Supervisors must accept public testimony or other information at a public hearing prior to February 1 to assist in the decision making process. Any objections or recommendations for change must be by resolution and received in writing by the Department no later than January 31. Any objections or recommendations for change received after this date will not be considered. If the Board does not wish to exercise this veto authority, it is not necessary to hold a public hearing in consideration of this matter. If no response is received by this date, the Department will consider the proposal approved and proceed with the regulatory process to implement the hunt.

Attached is the proposed regulatory language for above described hunt(s). If you have any questions regarding this recommendation, please Rhonda Paiste at (916) 445-3563 or at the letterhead address above. Comments and recommendations related to the proposal(s) may be provided to the Fish and Game Commission at 1416 Ninth Street, Sacramento, California 95814.

We look forward to your cooperation in managing our deer resources.

Sincerely,  
  
Eric Loft, Chief  
Wildlife Branch

*Conserving California's Wildlife Since 1870*

Attachment(s)

cc: Fish and Game Commission  
Sacramento, California

ec: Tina Bartlett, Regional Manager  
Department of Fish and Wildlife  
Rancho Cordova, California

**§360. Deer.**

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(11) G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt).

(A) Area: Those portions of Yuba and Sutter counties within the exterior boundaries of: (1) the Feather River Wildlife Area, and (2) the Sutter Bypass Wildlife Area (as defined in Section 551, Title 14, CCR).

(B) Season: The season for additional hunt G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt) shall open on the fourth Saturday in September and extend through December 31.

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 10-50.

(E) Special Conditions: Only archery equipment and crossbows (as specified in Section 354) and shotguns and ammunition (as specified in Section 353) may be used.

**§360. Deer.**

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(30) J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt).

(A) Area: That portion of Yuba County within the exterior boundaries of the Daugherty Hill Wildlife Area (as defined in Section 551, Title 14, CCR).

(B) Season: The season for additional hunt J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt) shall open on the first Saturday in December and extend through December 31.

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 10-20.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).

2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.

**§360. Deer.**

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(38) J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt).

(A) Area: Excluding Butte, Colusa and Glenn Counties, in those portions of Nevada, Placer, Plumas, Sierra, Sutter and Yuba Counties within the area described as zone D-3 (see subsection 360(a)(4)(A)1).

(B) Season: The season for additional hunt J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt) shall be concurrent with the zone D-3 general season as defined in subsection 360(a)(4)(B).

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 10-75.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).

2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.

**§360. Deer.**

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(39) J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt).

(A) Area: Excluding Colusa County, in those portions of Nevada, Placer, Sacramento, Sutter, Yolo and Yuba Counties within the area described as zone D-4 (see subsection 360(a)(4)(A)2).

(B) Season: The season for additional hunt J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt) shall be concurrent with the zone D-4 general season as defined in subsection 360(a)(4)(B).

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 5-25.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).

2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.