

BOARD OF SUPERVISORS

AGENDA

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



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

AUGUST 23, 2016

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- 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. [\(360-0816\) Approve First Amendment to License Agreement with CommSites West, LLC for radio towers on Oregon Peak and authorize Chair to execute.](#)
 - B. Clerk of the Board of Supervisors
 1. [\(361-0816\) Approve minutes of the meeting of July 26, 2016.](#)
 - C. Clerk Recorder-Elections
 1. [\(362-0816\) Adopt resolution ordering consolidation of elections for school districts, special districts and cities with November 8, 2016 General Election.](#)
 - D. Community Development and Services
 1. [\(363-0816\) Reject all Bids for Ella Elementary Safe Routes to School Project 7th Avenue from Olivehurst Avenue to Powerline Road and authorize re-advertisement.](#)
 - E. Emergency Services
 1. [\(364-0816\) Adopt resolution authorizing Director and Operations Manager of Emergency Services to apply for and submit all necessary documents to receive and/or administer Fiscal Year 2016 State Homeland Security Grant Fund.](#)
 2. [\(365-0816\) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630.](#)
 - F. Health and Human Services
 1. [\(366-0816\) Approve agreement with California Department of Health Care Services for Medi-Cal Data Privacy and Security, authorize Chair to execute.](#)

2. [\(367-0816\) Adopt resolution accepting \\$322,492 from California Work Opportunity and Responsibility to Kids \(CalWORKS\) Housing Support Program for Fiscal Year 2016-2017, authorize Chair to execute agreements, amend documents and accept funds as required.](#)
3. [\(368-0816\) Adopt resolution authorizing agreement with California Department of Aging for the Multipurpose Senior Services Program Grant in the amount of \\$222,820. for the period of July 1, 2016 through June 30, 2017, authorizing Chair to accept funds and execute all documents upon approval of County Counsel as required.](#)

G. Human Resources

1. [\(369-0816\) Adopt resolution rescinding Resolution No 2016-67 and adopting resolution Classification System Basic Salary/Hourly Schedule in its entirety effective July 1, 2016.](#)

H. Human Resources and Clerk Recorder

1. [\(370-0816\) Adopt resolutions amending Classification System - Department Allocation Schedule and Basic Salary/Hourly Schedule as it relates to Clerk Recorder's Office effective September 1, 2016. Finance and Administration Committee recommends.](#)

I. Sheriff-Coroner

1. [\(371-0816\) Approve Memorandum of Understanding with Sutter-Yuba Behavioral Health for Forensic Mental Health Specialist services to jail inmates and authorize Chair to execute.](#)

IV. **CLOSED SESSION**

- A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba

V. **SPECIAL PRESENTATION**

- A. (385-0816) Present proclamation declaring September 2016 Hmong History Month.

VI. **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 three 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.

VII. **COUNTY DEPARTMENTS**

A. Administrative Services

1. [\(372-0816\) Adopt resolution approving easement deed to Pacific Gas and Electric for small parcel at Yuba County Airport to accommodate the County's solar project and authorize Chair to execute Easement Deed. \(Ten minute estimate\)](#)

B. Board of Supervisors

1. [\(373-0816\) Receive report from Fish and Game Ad Hoc Committee and provide direction/take action as appropriate. \(Fifteen minute estimate\)](#)

C. Clerk of the Board of Supervisors

1. [\(374-0816\) Approve purchase and implementation of agenda management software and annual maintenance with Provox Systems. \(Ten minute estimate\)](#)

D. Community Development and Services

1. [\(375-0816\) Authorize advertisement of bids for North Beale Road Phase 1 Project, Contract No. 2016-2227, approval of plans, specifications and estimate. \(Ten minute estimate\)](#)

E. County Administrator

1. [\(376-0816\) Approve attached Economic Development Agreement and Protocol Agreement between Greater Sacramento Area Economic Council and County of Yuba. Adopt resolution authorizing County Administrator to execute agreements. Appoint County Administrator or his designee to participate on Greater Sacramento Board of Directors. Designate Brynda Stranix, President/Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce. \(Fifteen minute estimate\)](#)
2. [\(377-0816\) Approve response to 2015-2016 Grand Jury Final Report and authorize Chair to execute.](#)
3. [\(378-0816\) Approve a loan of \\$700,000 to City of Marysville from Trust Fund 188 Countywide Traffic Impact Fees for a Public Works Project and authorize the Chair to execute.](#)

F. Human Resources

1. [10:30 A.M. \(379-0816\) Receive update regarding the County Workforce Planning efforts and provide direction as appropriate.](#)

G. Human Resources/County Administrator

1. [\(380-0816\) Approve benefits and application of such to Unrepresented Safety Management Classifications and adopt resolution amending Classification System - Base Salary/Hourly Schedule effective August 1, 2016. \(Fifteen minute estimate\)](#)

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

- A. [\(381-0816\) Notice from California Regional Water Quality Control Board Central Valley Region Agenda on Public Meetings.](#)
- B. [\(382-0816\) Two Notices from California Fish and Game Commission listing Lassics lupine, Townsend's big-eared Bat, Northern Spotted owl and Livermore tarplant as threatened or endangered.](#)

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

X. **COST ACCOUNTING HEARINGS SCHEDULED AT 1:30 P.M. HAVE BEEN RESCHEDULED TO SEPTEMBER 20, 2016 AT 1:30 P.M.:**

XI. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code 54956.9(d)(4) -One Case

XII. **ADJOURN**

Human Services Committee - Supervisors Griego and Fletcher, Alternate - Supervisor Nicoletti -

- A. [\(383-0816\) Consider Grant Agreement with Office of Traffic Safety in the amount of \\$75,000 for a period of October 1, 2016 through September 30, 2017 for safety and inspection events - Health and Human Services \(Five minute estimate\)](#)

Land Use and Public Works Committee - Supervisors Griego and Abe, Alternate Supervisor Nicoletti

1. [\(384-0816\) Consider amending section 9.15.041 of Ordinance Code to establish speed limit of 30 on Country Club Road from Feather River Boulevard westerly to end of Country Club Road - Community Development and Services \(Five minute estimate\)](#)


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.



Approved: August 1, 2016 by Board of Supervisors

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: August 23, 2016
Re: Amendment to CommSites West Agreement

Recommendation

The Board approve the attached Amendment to the License Agreement with CommSites West and authorize the Chair to execute same.

Background

The County is expanding its presence on the radio towers on Oregon Peak to accommodate the enhanced radio simulcast system being installed in support of the Yuba County Sheriff.

Discussion

Concurrent with the development of the Yuba Street building, the Yuba County Sheriff is implementing a radio simulcast system to improve radio communications across the County. To accomplish this, we need to enhance and expand our radio equipment on the Oregon Peak (and Sutter Buttes) radio towers. This lease acknowledges those changes. Note: a separate agreement has already been approved to address the additions on the Sutter Buttes.

Committee Action

Due to the routine nature of this action, the item has been brought directly to the Board.

Fiscal Impact

The result of this action is an increase of \$1070 in monthly lease cost that does not take effect until the system is operational; this additional cost will be funded by the Sheriff.

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First Amendment to License Agreement Oregon Peak

This FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is made this 1st day of August, 2016 (the "First Amendment Effective Date"), by and between ComSites West, LLC, a California limited liability company, as successor in interest to WestCom Towers, LLC, a California limited liability company ("Licensor"), and The County of Yuba, a local governmental unit ("Licensee"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Licensor and Licensee (or their predecessors-in-interest) entered into that certain License Agreement, dated January 2, 2001 (the "Agreement") to use a portion (the "Licensed Premises") of Licensor's property located at Oregon Peak in Yuba County, California (the "Property"), including the improvements located thereon, for the purpose of installing, maintaining and operating radio/communication equipment and associated frequencies (the "Equipment"), subject to the terms and conditions of the Agreement.

B. Licensor has constructed a new 180 foot self-supporting steel lattice tower (the "North Tower") at the Property that is in addition to the existing tower at the Property (the "South Tower") that Licensee is presently occupying with its Equipment previously approved under the Agreement.

C. Licensee desires to use the Property and a portion of the North Tower for the purpose of installing, maintaining and operating Additional Equipment (equipment, as defined below, that is in addition to that previously approved under the Agreement) and for making modifications to certain portions of Licensee's existing equipment, and Licensor desires to grant to Licensee the right to use the Property and that portion of the North Tower necessary for the construction, maintenance and operation of said Additional Equipment and to make modifications to certain portions of Licensee's existing equipment.

D. Licensor and Licensee now wish to amend the Agreement pursuant to this First Amendment to: (i) approve the installation and operation by Licensee of the Additional Equipment and approve the modification and operation by Licensee of certain existing equipment of Licensee; and (ii) modify the License Fee in consideration of Licensor's approval of the installation and operation of the Additional Equipment and of the modification and operation of certain existing equipment of Licensee.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Additional Facilities.

Licensee shall have the right, at its sole cost and expense, to: (i) install, operate, maintain and repair in locations approved by Licensor on the North Tower and upon or within Licensor's other improvements associated therewith at the Property, the equipment described as "SO Simulcast UHF Ch 1", "SO Simulcast UHF Ch 2, and "SO Simulcast MW" at Exhibit "A" attached hereto, and made a part hereof, subject to the obligation to remove, concurrently therewith, from the Property all equipment previously approved under the Agreement that following the First Amendment Effective Date will no longer be required for Licensee's operations at the Property

(collectively, the "Additional Equipment"); and concurrently therewith (ii) re-install in a location approved by Licensors the existing equipment described as "Public Works" at said Exhibit "A" and operate said equipment on Licensors master antenna system serving the South Tower, subject to the obligation to remove, concurrently therewith, from the South Tower at the One Hundred Forty-Two Foot (142') AGL elevation on the westerly most leg, Licensees antenna previously approved under the Agreement for the Yuba County Public Works system (the "Public Works Modification"). Pursuant to the terms of the Agreement, Licensee is required to coordinate such additions and modifications to Licensees equipment and frequencies with Licensors and to obtain Licensors prior written approval thereof. Licensee hereby represents and warrants, the truth and accuracy of which Licensors is relying upon in providing its consent under this Section 1, that Licensees operation of the Additional Equipment and the Public Works Modification shall, at all times, be in compliance with all of the terms, covenants and conditions set forth therefor under the Agreement. Licensors hereby consents to Licensees installation and operation, at Licensees sole cost and expense, of the Additional Equipment and the Public Works Modification under and subject to the inventory attached hereto at Exhibit "A", to the plans and specifications attached hereto at Exhibit "B" and to the terms, covenants and conditions of this First Amendment and as further set forth therefor under the Agreement. Upon the First Amendment Effective Date, the term "Equipment" shall include the "Additional Equipment" and the "Public Works Modification".

2. Replacement of Exhibit C to the Agreement. Licensors and Licensee acknowledge, confirm and agree that the Equipment approved under the Agreement, as amended, as of the First Amendment Effective Date, is comprised, in its entirety, of the inventory described at Exhibit "A", attached hereto, and made a part hereof. Exhibit "C" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "A" of this First Amendment. All references in the Agreement to Exhibit "C" are hereby deemed to refer to and mean Exhibit "A" attached to this First Amendment.
3. License Fee Increase; Electric Surcharge Increase.
 - a. Licensors and Licensee acknowledge, confirm and agree that the monthly License Fee in effect as of the First Amendment Effective Date is One Thousand Four Hundred Eighty-Six Dollars (\$1,486.00) and the monthly surcharge for electrical power consumed by Licensee through Licensors utility connection (the "Electric Surcharge") in effect as of the First Amendment Effective Date is Forty-Two Dollars (\$42.00). In consideration of Licensors consent to the installation and operation of the Additional Equipment and the Public Works Modification, Licensee agrees that commencing on the First Amendment Effective Date: (i) the monthly License Fee in effect as of the First Amendment Effective Date shall be increased by One Thousand Seventeen Dollars (\$1017.00) (the "Increased License Fee Amount"); and (ii) the monthly Electric Surcharge in effect as of the First Amendment Effective Date shall be increased by Fifty Three Dollars (\$53.00) (the "Increased Electric Surcharge Amount").
 - b. Notwithstanding anything to the contrary contained herein, the monthly License Fee and monthly Electric Surcharge, which following the First Amendment Effective Date shall include, respectively, the Increased License Fee Amount and the Increased Electric Surcharge Amount, shall continue to be subject to the terms, conditions and provisions set forth therefor under the Agreement.
4. Construction Inspection Fee. For all inspections required by Licensors to deem the installation of the Additional Equipment and the Public Works Modification complete and acceptable, Licensee

shall pay to Licensor, within thirty (30) days of Licensee's receipt of an invoice from Licensor, an Inspection Fee in the amount of Eight Hundred Dollars (\$800.00) per inspection.

5. One Time Documentation Fee. Within thirty (30) days following the First Amendment Effective Date, Licensee shall pay to Licensor, a one-time documentation fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00).
6. Miscellaneous. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control. Other than any defined terms established by this First Amendment, all defined terms used herein shall have the same meaning as set forth in the Agreement. Except as specifically revised or modified by the terms of this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain unchanged, in full force and effect and binding upon the parties thereto, their heirs, successors and assigns and are hereby ratified and affirmed. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.
7. Definition of Agreement. Upon the First Amendment Effective Date, the term "Agreement" shall include the Agreement and this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representative as of the date first set forth above.

LICENSOR:

ComSites West, LLC

By: _____

Name: Scott Setzer

Title: President

Date: _____

LICENSEE:

The County of Yuba

By: _____

Name: _____


Title: _____

Date: _____

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY:  _____

shall pay to Licensor, within thirty (30) days of Licensee's receipt of an invoice from Licensor, an Inspection Fee in the amount of Eight Hundred Dollars (\$800.00) per inspection.

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LICENSOR:

ComSites West, LLC

By: 

Name: Scott Setzer

Title: President

Date: Aug 9 2016

LICENSEE:

The County of Yuba

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"
(Replaces Exhibit "C" to the Agreement)

EQUIPMENT & FREQUENCY INVENTORY

SYSTEM:	OES Med 6	OES Local Gov't	SO CALAW 4
# OF ANTENNAS:	Three (3)		
TRANSMIT:	UHF Master Tx Combiner #2	UHF Master Tx Combiner #1	
TYPE:	Whip	Whip	
MAKE:	Sinclair	Sinclair	
MODEL:	SC323-HL	SC323-HL	
SIZE:	Six Feet (6') T	Six Feet (6') T	
LOCATION (TOWER ELEVATION & POSITION):	South Tower 170' AGL West Leg North Position of Triple Mount	South Tower 142' AGL West Leg Center Position of Triple Mount	
# OF CABLE RUNS:	One (1)	One (1)	
CABLE SIZE & TYPE:	7/8" Coax	1-1/4" Coax	
RECEIVE:	UHF Master Rx Multicoupler		
TYPE:	4-element Dipole		
MAKE:	Unknown		
MODEL:	Unknown		
SIZE:	Ten Feet (10') T		
LOCATION (TOWER ELEVATION & POSITION):	194' AGL West Leg North Position of Triple Mount		
# OF CABLE RUNS:	One (1)		
CABLE SIZE & TYPE:	1-1/4" Coax		
TX FREQUENCY:	463.125 MHz	453.225 MHz	460.025 MHz
RX FREQUENCY:	468.125 MHz	458.225 MHz	465.025 MHz
# OF RADIOS:	One (1)	One (1)	One (1)
MAKE:	Motorola	Motorola	Motorola
MODEL:	Quantar	MTR2000	MTR2000
ADDITIONAL EQUIPMENT:	One (1) Sinclair TJ3212, 2Ch Tx Combiner	One (1) Sinclair TJ3213, 3 Ch Tx Combiner	
	One (1) Sinclair Rx Multicoupler w/P reselector & Window Filter		
	Two (2) lead acid batteries	Three (3) UPS	Two (2) lead acid batteries
		One (1) PL Tone Panel/Repeater Controller	
	# OF RACKS:	One and One-Half (1-1/2)	
SIZE:	19" W x 7' H		

Exhibit "A"
(continued)

EQUIPMENT & FREQUENCY INVENTORY

SYSTEM:	Public Works	SO Simulcast UHF Ch 1	SO Simulcast UHF Ch 2
# OF ANTENNAS:		Two (2)	
TRANSMIT:	ComSites West Master Tx Combiner	Tx	
TYPE:		Whip	
MAKE:		Sinclair	
MODEL:		SC329-HF2LDF	
SIZE:		2" W x 139" T	
LOCATION (TOWER ELEVATION & POSITION):	South Tower 100' AGL West Leg South Position of Triple Mount	North Tower 137' AGL South Leg Center Position of Triple Mount	
# OF CABLE RUNS:		One (1)	
CABLE SIZE & TYPE:		1-1/4" Coax	
RECEIVE:	ComSites West Master Rx Multicoupler	Rx	
TYPE:		Whip	
MAKE:		Sinclair	
MODEL:		SC329-HF2LDF	
SIZE:		2" W x 139" T	
LOCATION (TOWER ELEVATION & POSITION):	South Tower 194' AGL West Leg Center Position of Triple Mount	North Tower 177' AGL East Leg South Position of Triple Mount	
# OF CABLE RUNS:		One (1)	
CABLE SIZE & TYPE:		1-1/4" Coax	
TX FREQUENCY:	151.025 MHz	460.100 MHz	460.275 MHz
RX FREQUENCY:	156.060 MHz	465.100 MHz	465.275 MHz
# OF RADIOS:	One (1)	One (1)	One (1)
MAKE:	Kenwood	Motorola	Motorola
MODEL:	TKR-740	GTR8000	GTR8000
ADDITIONAL EQUIPMENT:	One (1) Kenwood Power Amplifier	One (1) 2 Ch Tx Combiner	
	One (1) battery charger	One (1) Rx Multicoupler w/Window Filter	
	Two (2) lead acid batteries	Two (2) Motorola MLC8000 Gateways	
		Two (2) Motorola GGM8000 Routers	
		Two (2) HP 2620 IP Switches	
		Two (2) AC Power/Surge Suppressors	
		One (1) UPS	One (1) UPS
# OF RACKS:	One Quarter (1/4)	One (1)	
SIZE:	19" W x 7-1/2' H	19" W x 7-1/2' H	

Exhibit "A"
(continued)

EQUIPMENT & FREQUENCY INVENTORY

SYSTEM:	SO Simulcast MW
# OF ANTENNAS:	One (1)
TRANSMIT/RECEIVE OR BOTH:	Both
TYPE:	HP Dish w/Radome
MAKE:	Comscope
MODEL:	HP6-59W-PGRA/C
SIZE:	Six Foot (6') Diameter
LOCATION (TOWER ELEVATION & POSITION):	North Tower 65' AGL South Leg
# OF CABLE RUNS:	One (1)
CABLE SIZE & TYPE:	EW63 Elliptical Waveguide
TX FREQUENCY:	6.835 GHz
RX FREQUENCY:	6.675 GHz
# OF RADIOS:	One (1)
MAKE:	Aviat
MODEL:	Eclipse IRU600
ADDITIONAL EQUIPMENT:	One (1) Aviat Eclipse INUe Switch
	One (1) Trimm DC breaker panel
	One (1) Telect interface panel
	One (1) dehydrator w/4 port manifold
	One (1) -48v DC battery system w/Four (4) lead acid batteries
# OF RACKS:	One-Half (1-1/2)
SIZE:	19" W x 7' H

Exhibit “B”

Plans and Specifications for the Additional Equipment

The Statement of Work, dated February 17, 2016, prepared by Bill Corey,
Sutter Buttes Communications, Inc. is attached.

**Yuba County Sheriff
Radio Upgrade Project 2015/2016
Scope of Work and Installation Notes
February 17, 2016**

Motorola Solutions, together with Sutter Buttes Communications, is helping Yuba County with the implementation of a 3 Site, 2 Channel Simulcast Radio System Buildout. This new system will replace the existing multi-site, standalone conventional system.

STATEMENT OF WORK

Motorola is proposing to Yuba County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Yuba County Sherriff Office (YCSO) Prime/Co-located Remote Simulcast Site	MLC8000 Comparators, GTR8000 Base Radios, Network Equipment, TRAK. Tx Antenna, Tx Antenna Subsystem, Rx Antenna, Rx Antenna Subsystem. NOTE: (Antenna and Line Equipment is included, no services are included for Antenna and Line Equipment Installation).
Oregon Peak Simulcast Site	MLC8000 Comparators, GTR8000 Base Radios, Network Equipment, TRAK. Tx Antenna, Tx Antenna Subsystem, Rx Antenna, Rx Antenna Subsystem. NOTE: (Antenna and Line Equipment is included, no services are included for Antenna and Line Equipment Installation).
Sutter Buttes Simulcast Site	MLC8000 Comparators, GTR8000 Base Radios, Network Equipment, TRAK. Existing Tx and Rx Antenna Subsystem will be re-utilized at the Sutter Buttes Remote Site.

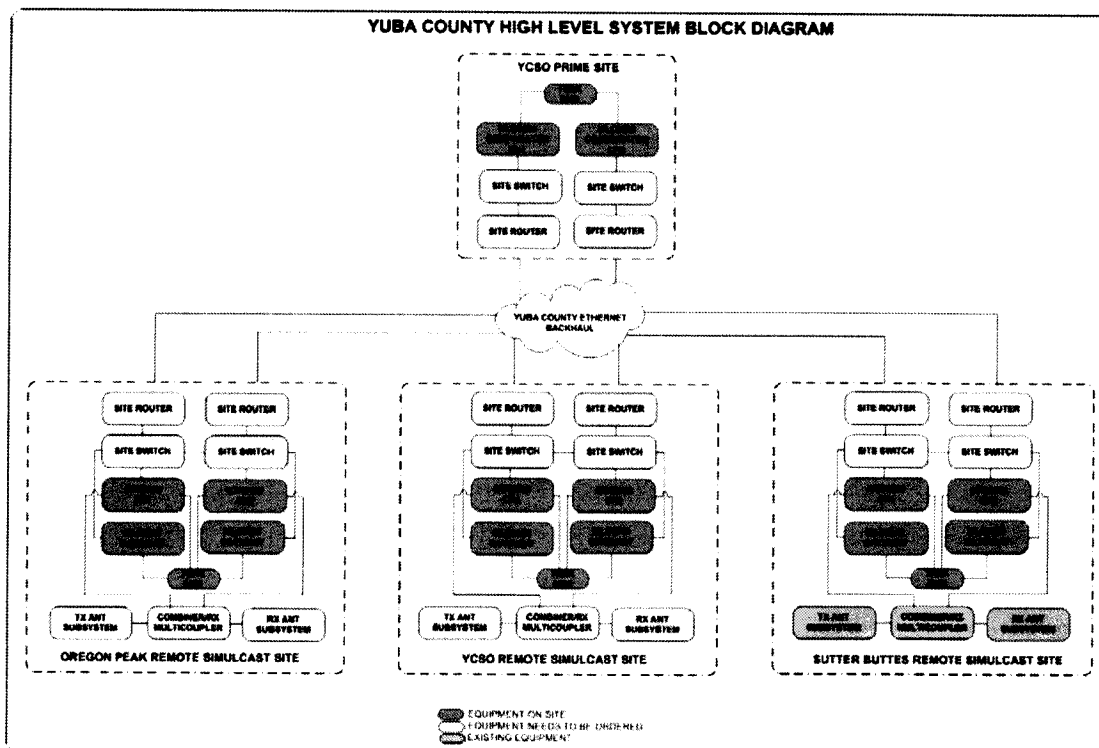
SYSTEM DESCRIPTION

SYSTEM OVERVIEW

Motorola Solutions is pleased to provide Yuba County with a proposal to deploy the equipment and services for a UHF Analog Conventional Simulcast radio system. The Yuba County UHF Analog Conventional Simulcast system will consist of two (2) channels at three (3) simulcast remote sites (Oregon Peak, Sutter Buttes and Yuba County Sherriff Office). The Prime site will be co-located with the remote site at Yuba County Sherriff Office (YCSO).

The proposed solution will utilize existing equipment purchased by Yuba County which are the comparators, base radios and TRAK units. This proposal will provide the equipment needed to complete the new two (2) channel, three (3) site UHF Analog Conventional Simulcast system design. There will be no consoles included in this proposal. Motorola will provide two (2) 4-wire tone remote control (TRC) termination points for the existing Yuba County provided dispatch console.

A high level block diagram is shown below in Figure 2-1. The boxes in green have been purchased by Yuba County. The boxes in orange represent equipment that will be re-used. The boxes in blue depict equipment that is needed which is proposed in this proposal.



SYSTEM DESIGN

Motorola has designed a UHF Analog Conventional Simulcast radio system for Yuba County. The UHF Analog Conventional Simulcast Cell will consist of two (2) channels at three (3) simulcast remote sites. The Prime site will be co-located with the remote site at Yuba County Sherriff Office (YCSO). The three (3) simulcast remote sites are:

- Oregon Peak
- Sutter Buttes
- Yuba County Sherriff Office (YCSO)

Prime Site

The prime site acts as an audio control center for the simulcast subsystem. Audio is routed to the prime site from each of the simulcast remote site. To ensure that the best audio from the simulcast receivers is processed, the comparator selects audio to create an optimal composite signal.

The prime site will utilize MLC8000 comparators which are not redundant. The prime site comparators and networking equipment interface to the remote simulcast sites. The simulcast RF transmitters and receivers are located at the simulcast remote sites. Equipment at a simulcast remote site includes simulcast base radios, analog gateway, TRAK and networking equipment to interface to the prime site.

The simulcast prime site consists of the following major devices:

- Two (2) MLC8000 Comparators
- Two (2) Prime Site Routers
- Two (2) Prime Site Switches
- One (1) TRAK

Remote Simulcast Sites

Simulcast remote sites include simulcast base radios, TRAK GPS, MLC8000 gateways and network connectivity equipment (site routers and switches). Simulcast base radios at these sites simultaneously transmit identical information from each site to the user radios. The receivers at these sites receive the audio from the user radios, and pass the audio back to the prime site through the MLC8000 gateways. Audio and site control comes from the prime site.

The simulcast remote site subsystem consists of the following major devices:

- Two (2) GTR8000 Base Radios
- Two (2) MLC8000 Gateways
- Two (2) Remote Site Routers
- Two (2) Remote Site Switches
- One (1) TRAK

New antennas and combining/multicoupling equipment have been included at Oregon Peak and YCSO. Each remote site will contain the following RF equipment:

- One (1) 2-channel transmit combiner
- One (1) 2-channel receive multicoupler
- Two (2) UHF antennas (one (1) antenna for transmit and one (1) antenna for receive)
- Cables, connectors and grounding kits

Yuba County is responsible for allocating tower space for proposed antennas on Oregon Peak and YCSO sites as specified.

The Sutter Buttes site will utilize existing transmit and receive antennas as well as the combining/multicoupling equipment. The transmit/receive antennas and combining/multicoupling equipment will need to be tested prior to installation of the base radios to determine if there will be any interference issues. In the event that there is interference with the existing equipment, Motorola will require new combining and multicoupling equipment for the Simulcast System.

YCSO PRIME SITE

This site is to be located at the new Yuba County Sheriff's Department Facility, which is still currently under construction. This was an existing building, being refurbished and retrofitted to accommodate the Sheriff's Department Operations.

Address: 720 Yuba Street
Marysville, CA 95901

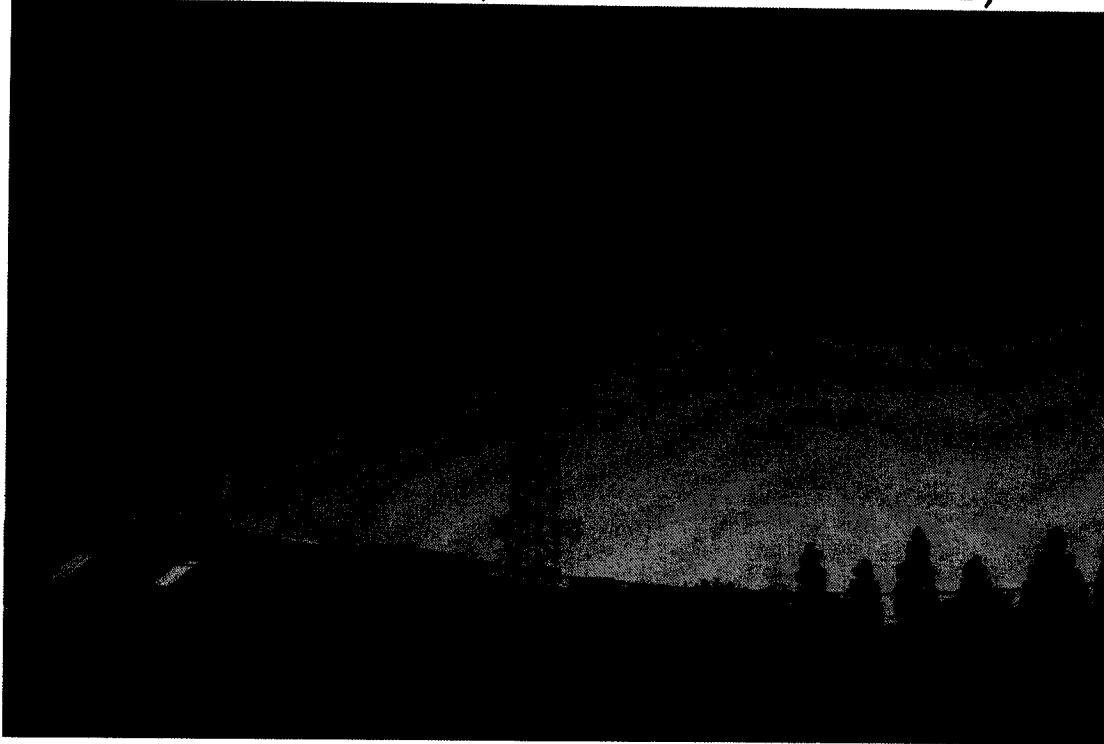
FCC Antenna Structure Registration # 1296943
FAA Determination# 2015-AWP-5731-OE
Coordinates: 39-08-37.5 N / 121-35-02.8 W (NAD83)
Actual Tower Ht: 160ft AGL
Registered Tower Ht: 181ft with appurtenances
Tower Construction Date: October 2015

AERIAL VIEW OF YCSO PRIME SITE



720 Yuba St. Marysville, CA

SIDE VIEW WITH TOWER (NO ANTENNAS INSTALLED)

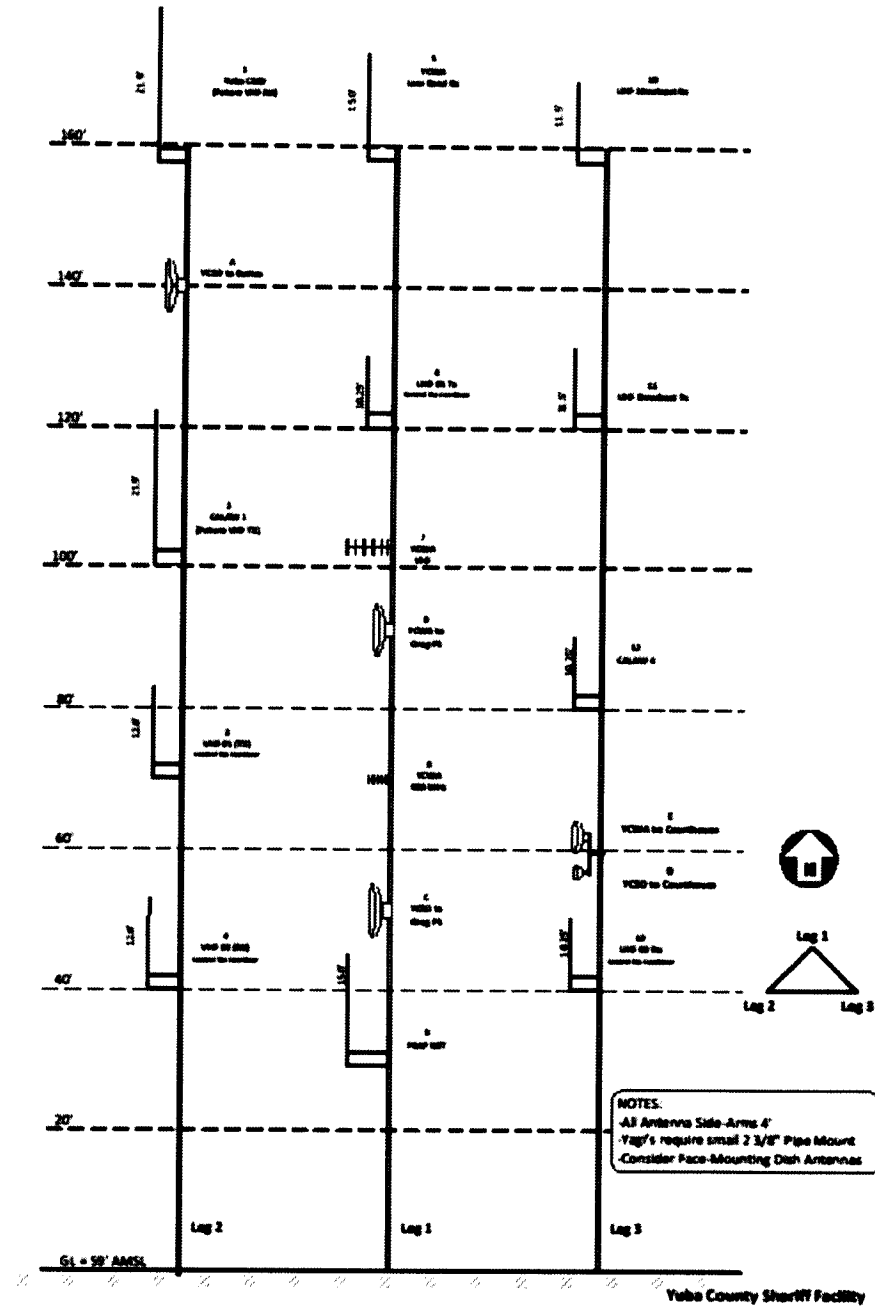


720 Yuba St. Marysville, CA

RELATED SCOPE FOR THIS LOCATION

The equipment to be installed at this location is described in the system description (above) as the “Prime Site”. The related two way radio and microwave equipment will be installed in an MDF/Equipment room inside 720 Yuba St. Equipment will be installed in standard two post 19” racks. This room is yet to be built out, so there are no photographs. Shown here is the 160’ tower for the Sheriff’s Department Communications. Relative to this project, there will be two vertical antennas installed (#10, #11) and two microwave dish antennas installed (A and C). Please refer to the diagram below, Antenna Conceptual Design v2.3.

PRIME SITE ANTENNA CONCEPTUAL DESIGN – SIMULCAST ANTENNA #10, #11 AND DISH "A" AND "C"



Sutter Buttes Communications
445 Palomares Ave.
Yuba City, CA 95991
Phone: (530) 673-3475

Tower and Antenna Conceptual Design
Modification

V2.3 - 9/17/15
William Carey

OREGON PEAK SITE

This site is located in the foothills of Yuba County near Dobbins, CA at an existing commercial communications site. This commercial communications site is located adjacent to a State of CA communications site. There are two towers at this location, designated as the North Tower and the South Tower. The new antennas related to the Simulcast Project will be installed on the North Tower.

Address: 15364 Oregon Hill Road
Dobbins, CA County of Yuba

Tower: **North Tower**

FCC Antenna Structure Registration # 1285994

FAA Determination# 2013-AWP-116-OE

Coordinates: 39-23-20.29N / 121-10-38.88W (NAD83)

Elevation: 3390 feet AMSL

Tower Ht: 181.75 feet AGL

Overall Ht: 3571 feet AMSL

FAA Determination With Appurtenances: 3587 feet AMSL

NEPA Evaluation for this facility:

4.0 POTENTIAL SIGNIFICANT EFFECTS/ FURTHER ENVIRONMENTAL PROCESSING

This NEPA Checklist evaluation has revealed that development of wireless telecommunications facilities on the subject property appears consistent with FCC definitions of an "antenna farm." As depicted in Zoning Drawings, the proposed WTS facility would be constructed and operated within the confines of the existing "antenna farm" and appears to conform to the "categorical exclusion" provided in 47 CFR §1.1306 Note 3 and 47 CFR §1.1307(b). Therefore, This NEPA Checklist evaluation has revealed:

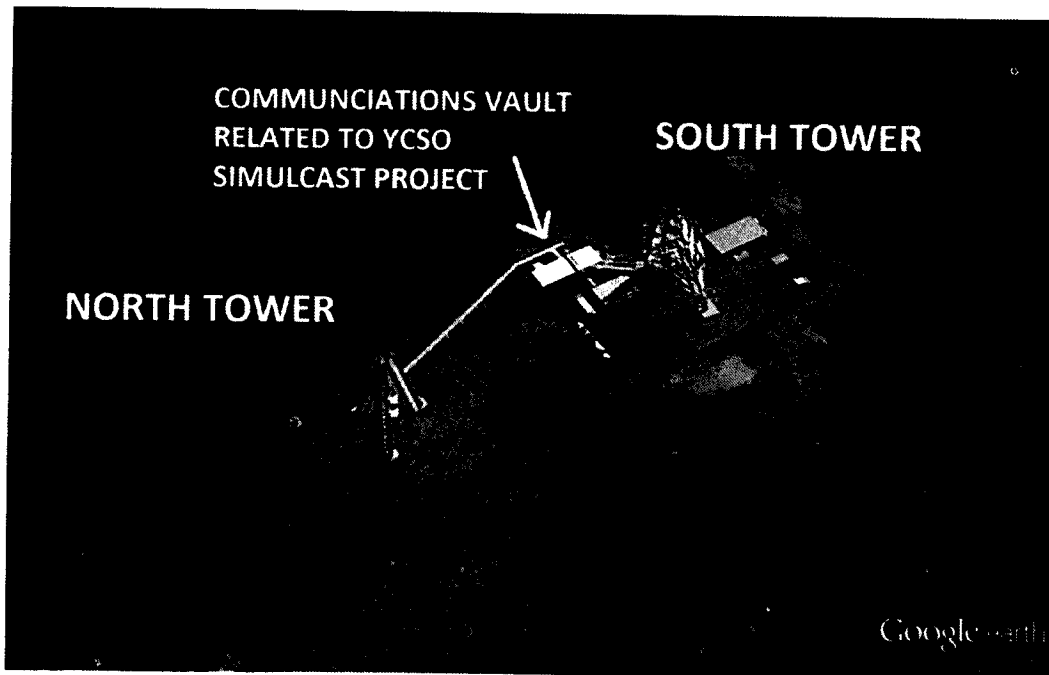
☐ *No further environmental processing, including the preparation of an EA, appears warranted.*

South Tower Constructed: 1994

Comm Vault Constructed: 1996

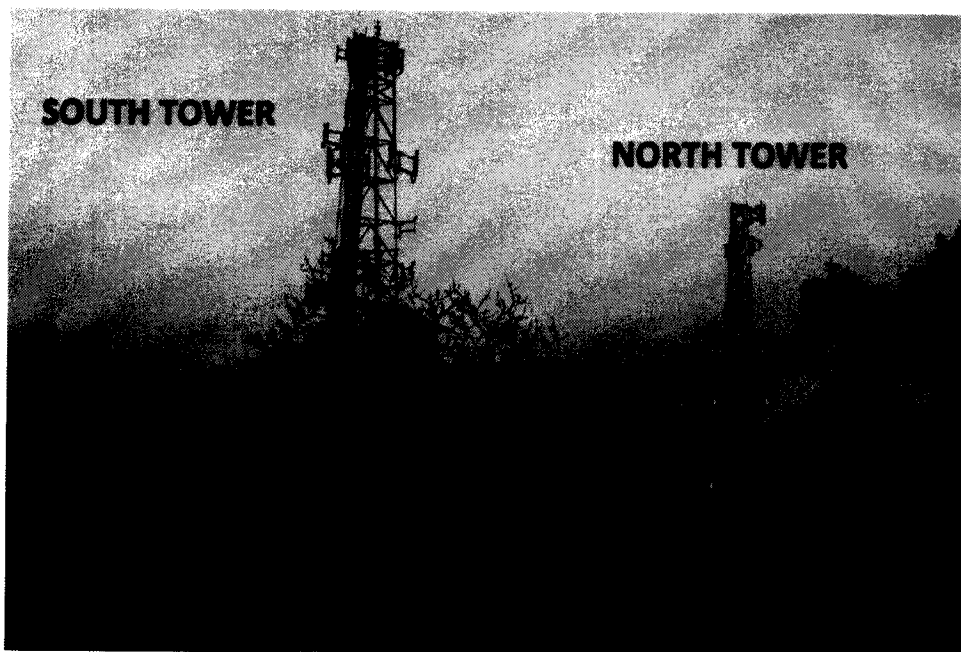
North Tower Constructed: 2013

AERIAL VIEW OF OREGON PEAK SITE

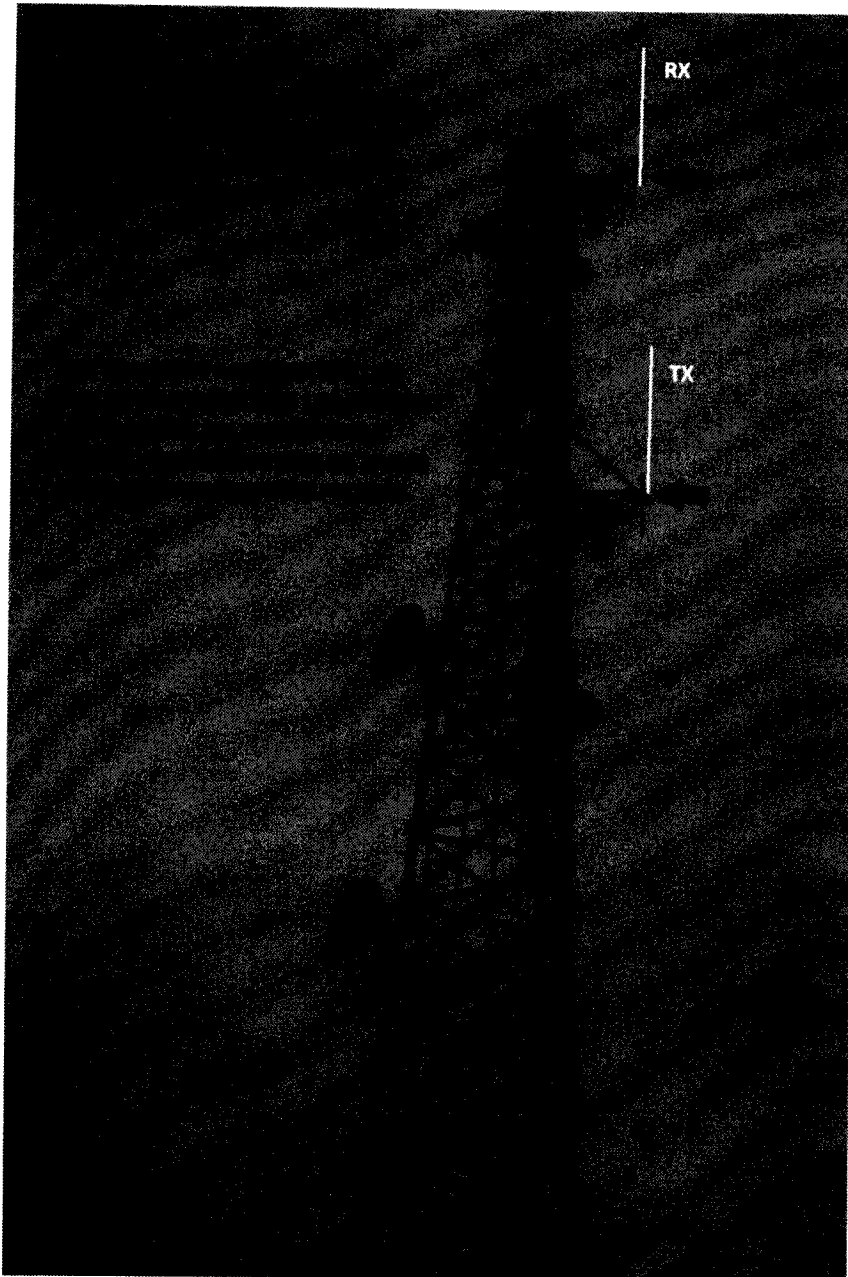


15364 Oregon Hill Rd.

NORTH TOWER – FROM S/E LOOKING N/W



NORTH TOWER – FROM S/W SIDE LOOKING EASTERLY



The two red arrows indicate the mounting levels that the two Simulcast system vertical antennas will be installed. The microwave dish will be a 6' dish, installed on the S/W leg (closest the camera view) at the 65' level. The upper vertical antenna will be installed on the mount shown, at the top of the 180' tower. The lower vertical antenna will be installed on a new mount (same type of mount as shown) on the S/W leg at the same elevation as the red arrow (140'). Antenna specification sheets will be emailed with this document.

OREGON PEAK EQUIPMENT ROOM



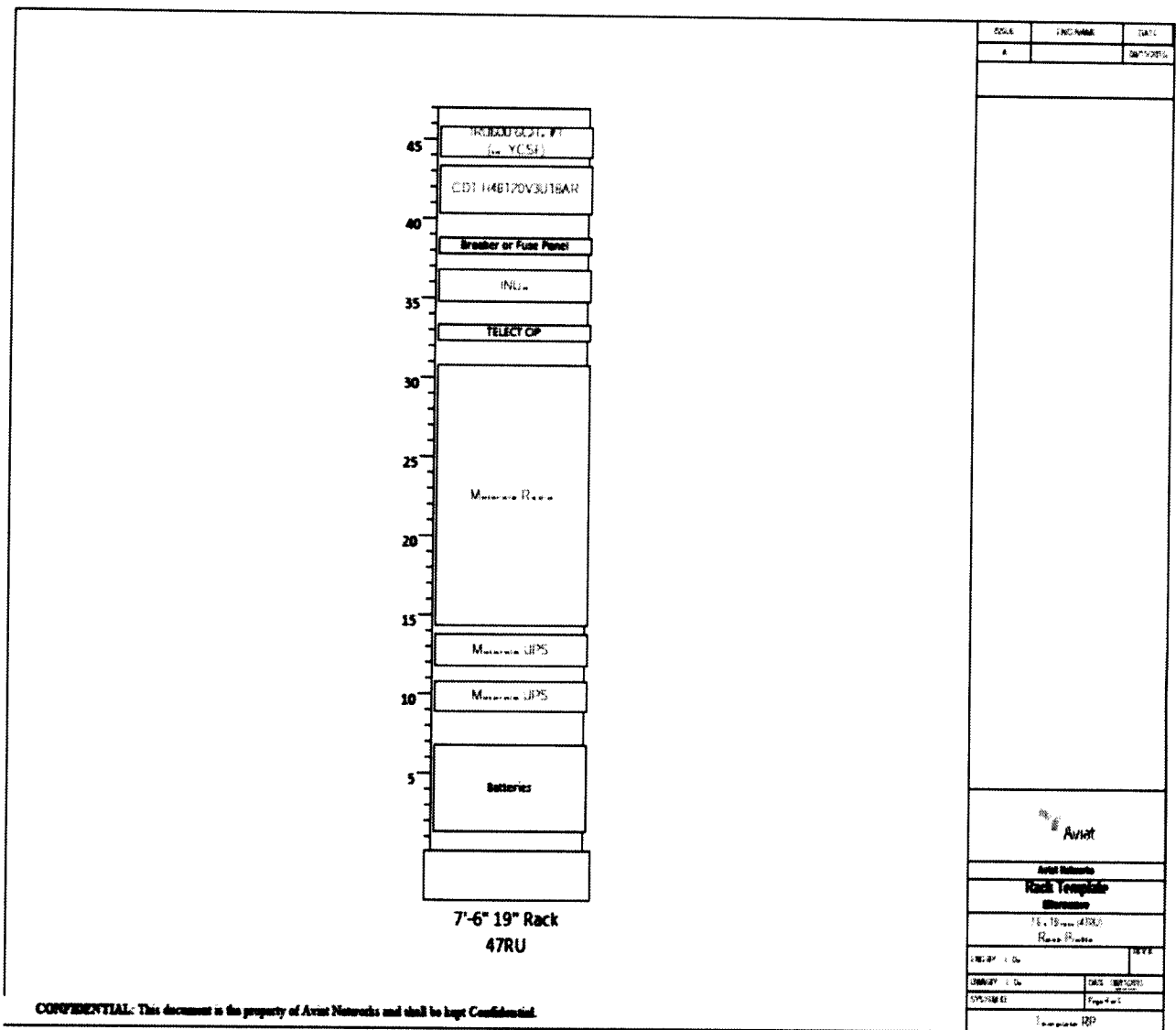
Many agencies/entities share this commercial site. The County of Yuba currently has numerous 2-way radio repeaters for multiple county agencies installed in this vault. Yuba County's equipment is contained in two racks and one locked cabinet. This project intends to replace the cabinet with a 7.5' equipment rack. The new YCSO Simulcast System equipment and related microwave system components will be installed into this new equipment rack. **The goal is to not exceed the current footprint.** We may adjust the positioning of some equipment during this project, and the old rack mounted equipment being upgraded/replaced will be uninstalled and removed from the site.

CURRENT YUBA CO EQUIPMENT – OREGON PK



The racks/cabinet shown here are existing and belong to Yuba County. The cabinet pictured above will be removed and replaced with an 7.5' tall, two post 19" equipment rack. The equipment described in the System Design section of this document will be installed in this new rack, along with the related Microwave System Backhaul...to be installed separately by Aviat.

PROPOSED/DRAFT OREGON PK RACK LAYOUT



This is a draft/conceptual layout only for the installation of the microwave and 2-way radio equipment at Oregon Pk....subject to slight change and modification during the construction phase of this project.

SUTTER BUTTES SITE

This site is located west of Yuba City, near Sutter, CA at an existing commercial communications site that has been constructed circa 1968-1969. This small mountain facilitates two commercial communications sites referred to as the "Upper Site" and the "Lower Site". The communications equipment related to this project will be installed inside "Vault #2" at the Lower Site. There are two existing towers at this site. The vertical antennas that will be used for this Simulcast project are already constructed and existing on Tower #1. No new antennas will be constructed for this project with the exception of the related Microwave Dish, to be installed separately by Aviat.

Address: 10507 Pass Road
Sutter, CA 95982 County of Sutter

Tower: **Lower Site, Tower #1**

Vault: **Vault #2**

FCC Antenna Structure Registration # N/A

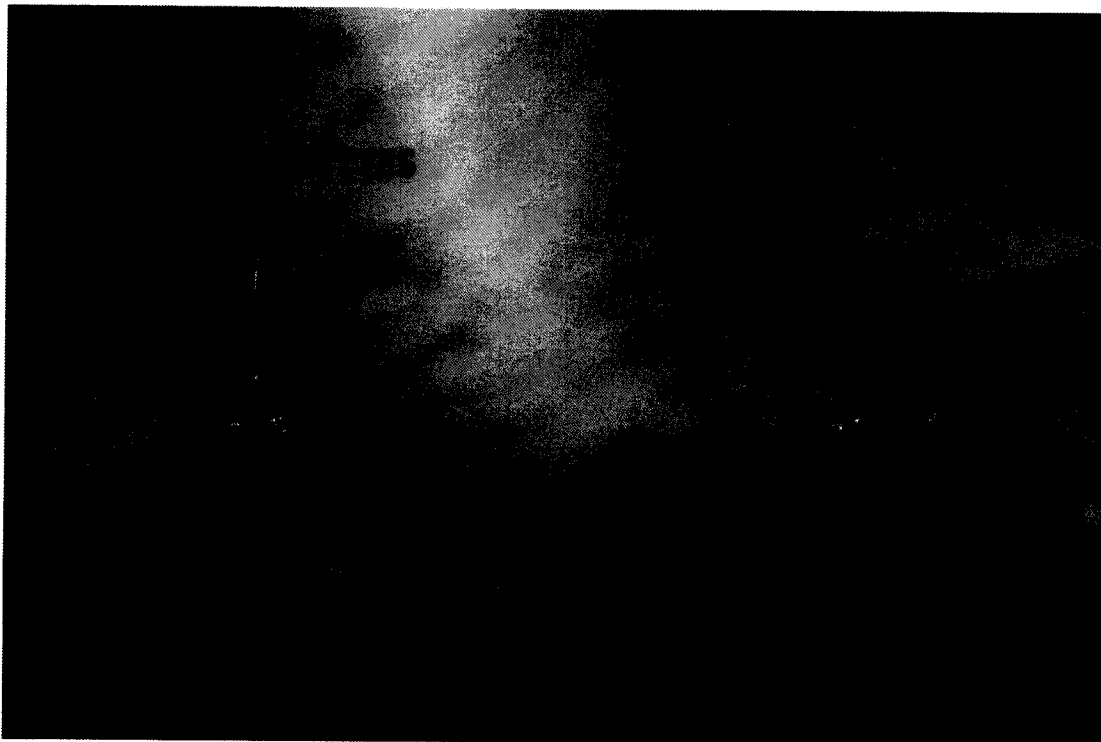
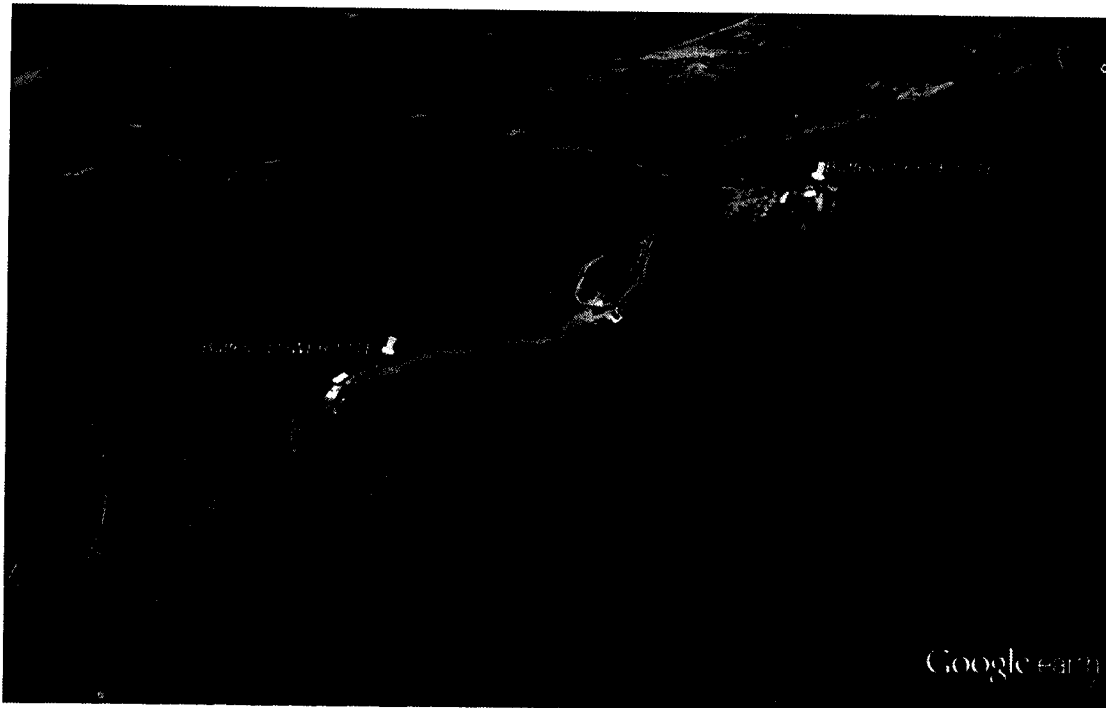
FAA Determination# N/A

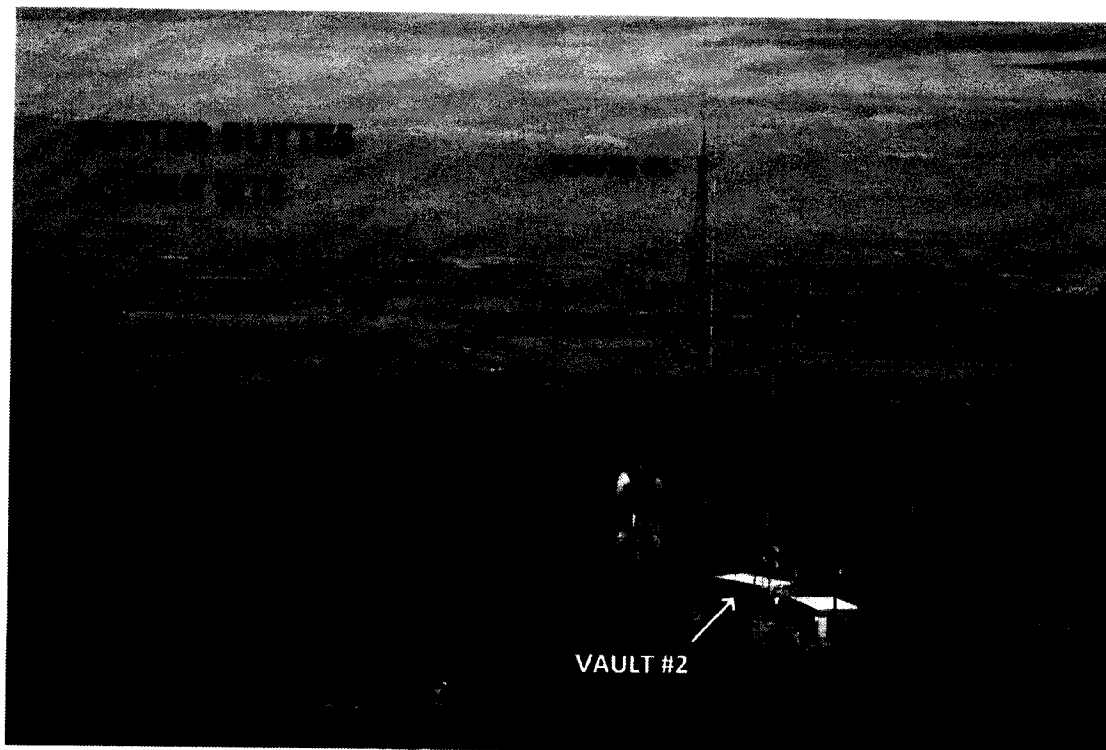
Coordinates: 39-2-16.6N / 121-49-02.9W (NAD83)

Elevation: 1945 feet AMSL

Tower Ht: 140 feet AGL

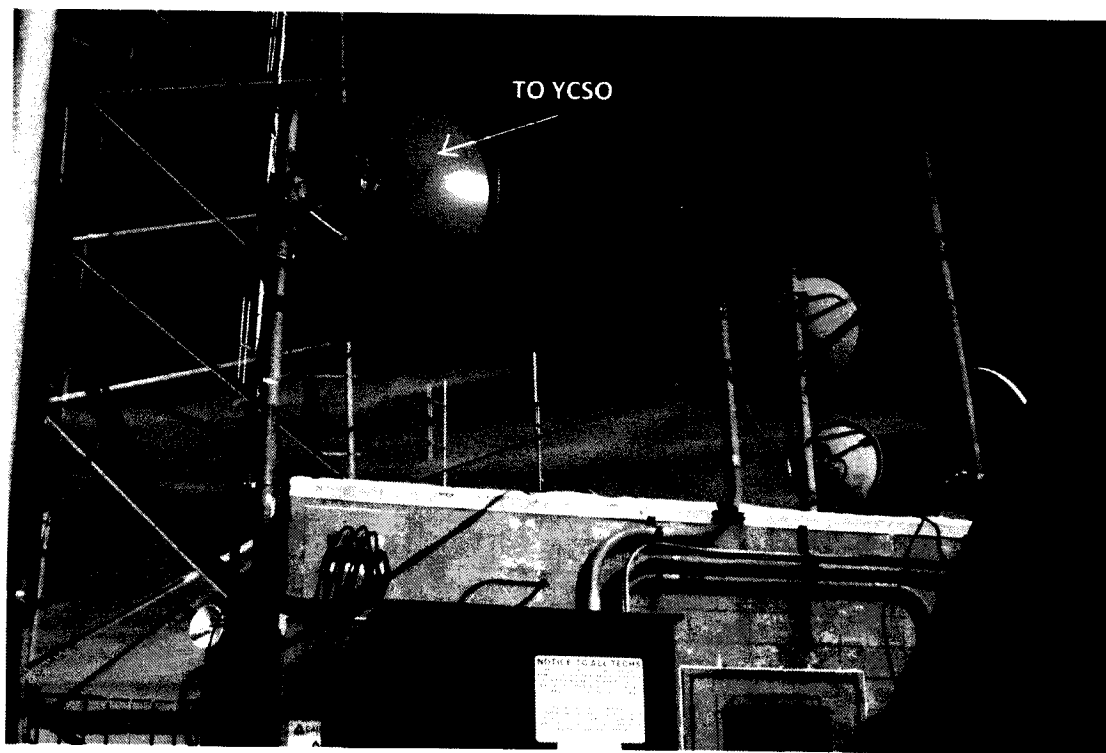
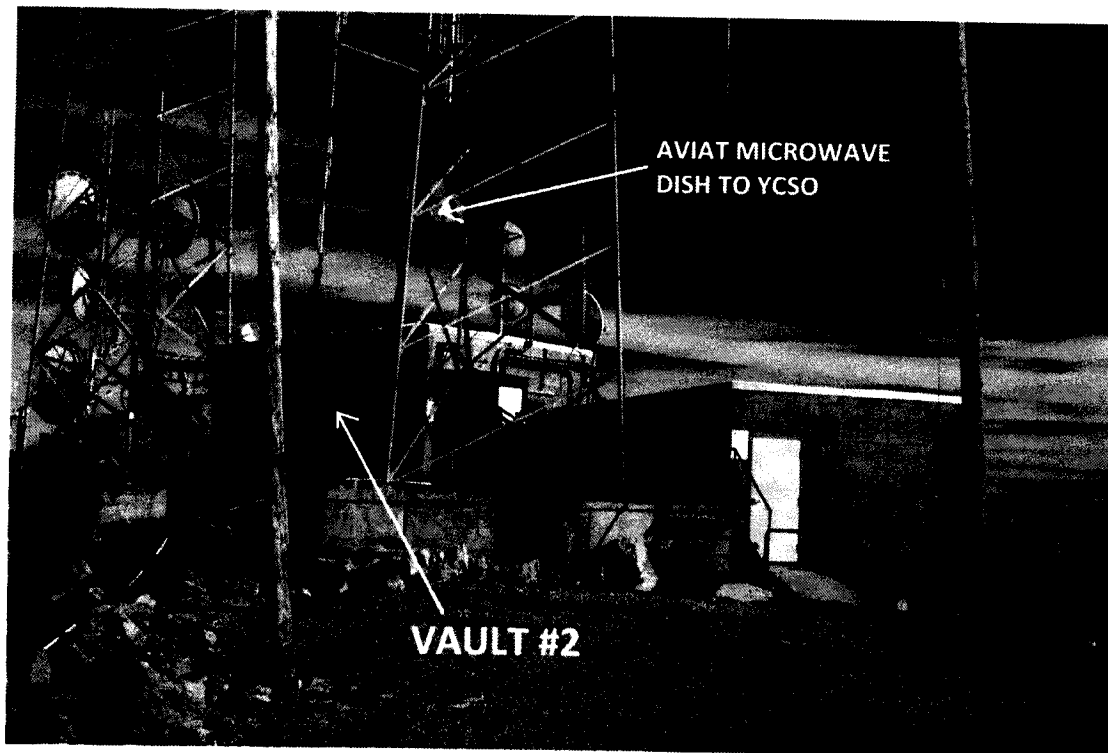
AERIAL VIEWS OF SUTTER BUTTES SITE

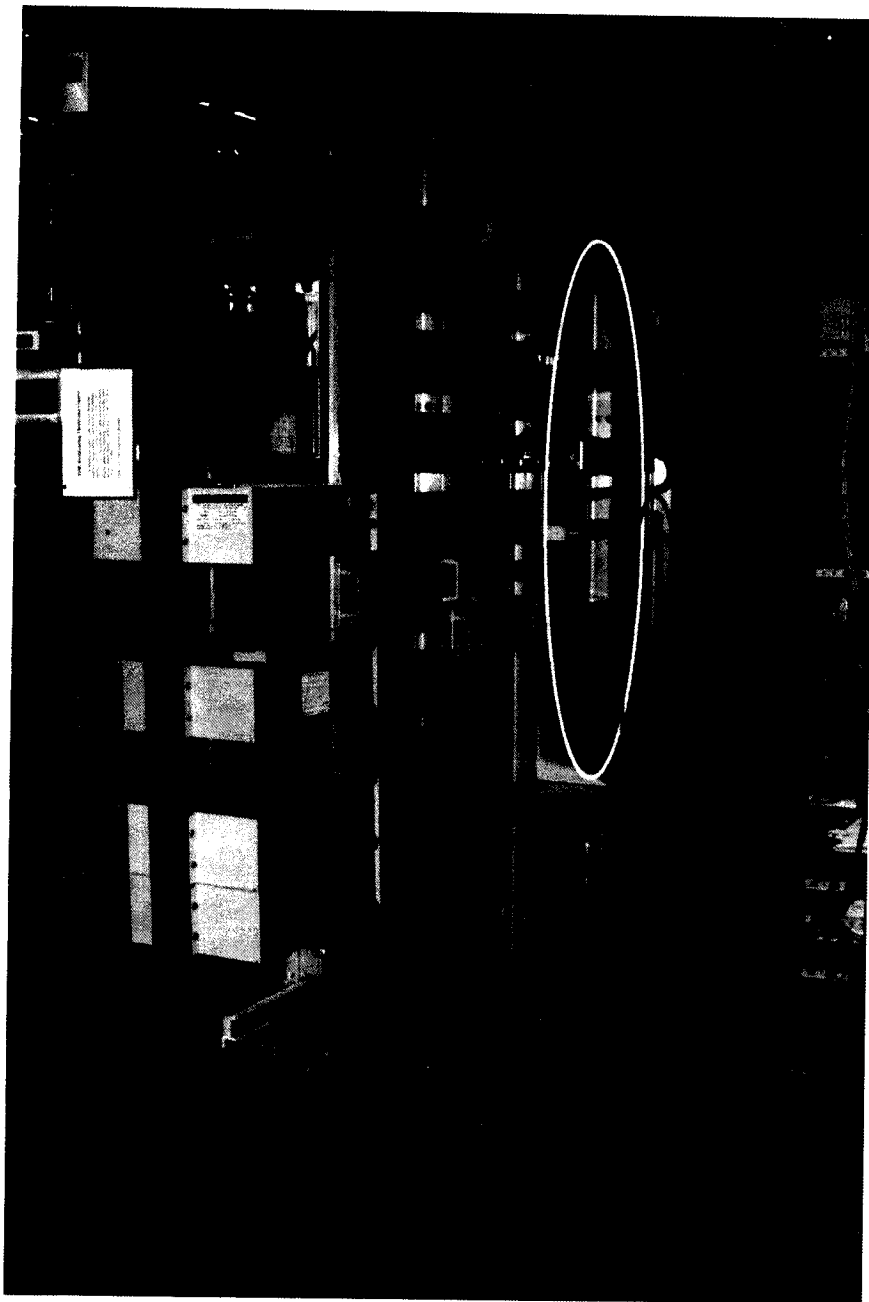




RELATED SCOPE FOR THIS LOCATION

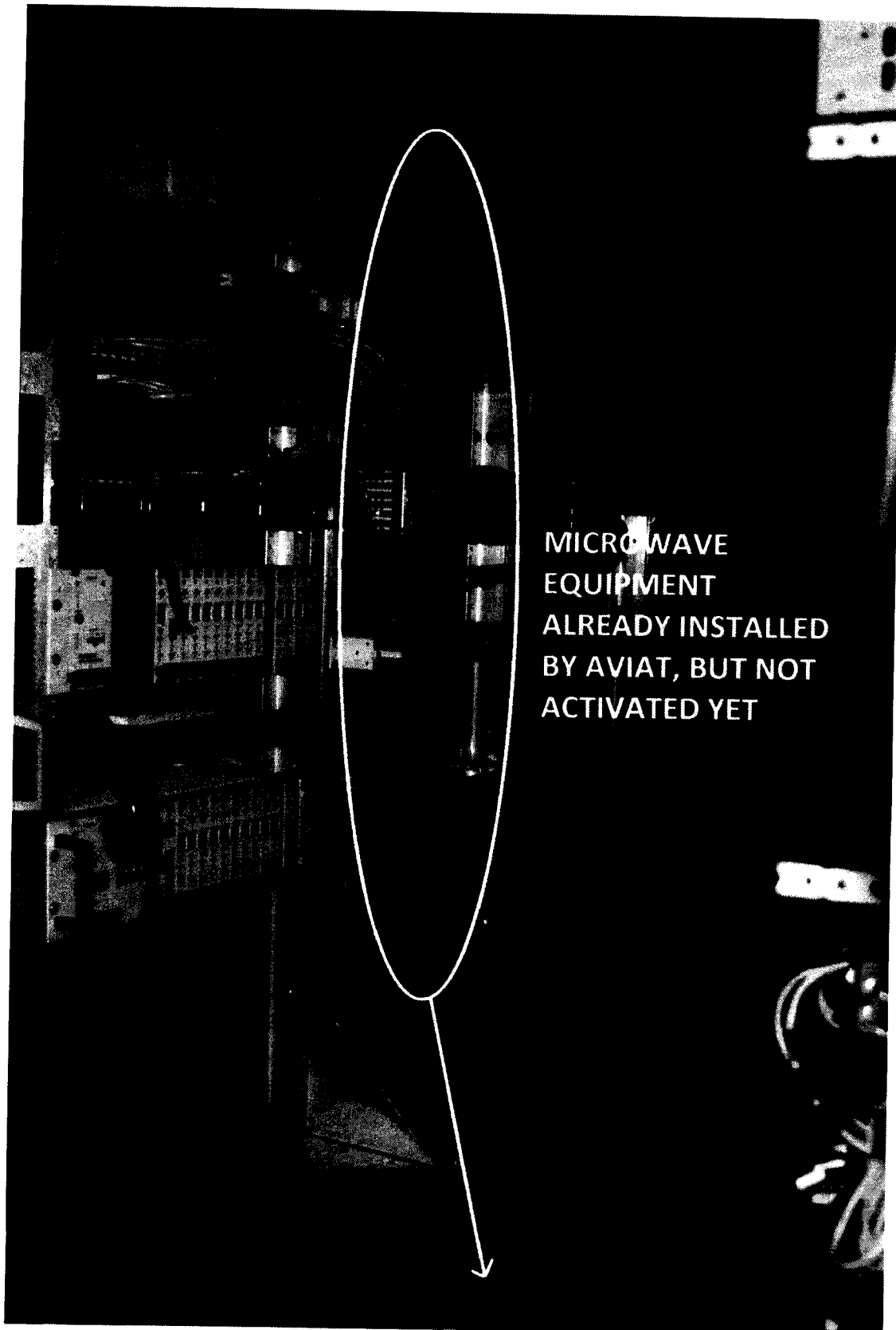
The equipment to be installed at this location is described in the system description (above) as the “Sutter Buttes Simulcast Site” and “Remote Simulcast Site”. There will be no changes to the existing towers as the existing antenna/combining system will be utilized for this project. The existing antennas that will be utilized are on Tower #1. The Simulcast System and related Microwave System components will be installed into two existing 7.5’ racks located inside Vault #2. One rack will be Microwave Equipment installed by Aviat. The other rack will be the Mororola equipment installed by Sutter Buttes Communications, Inc.

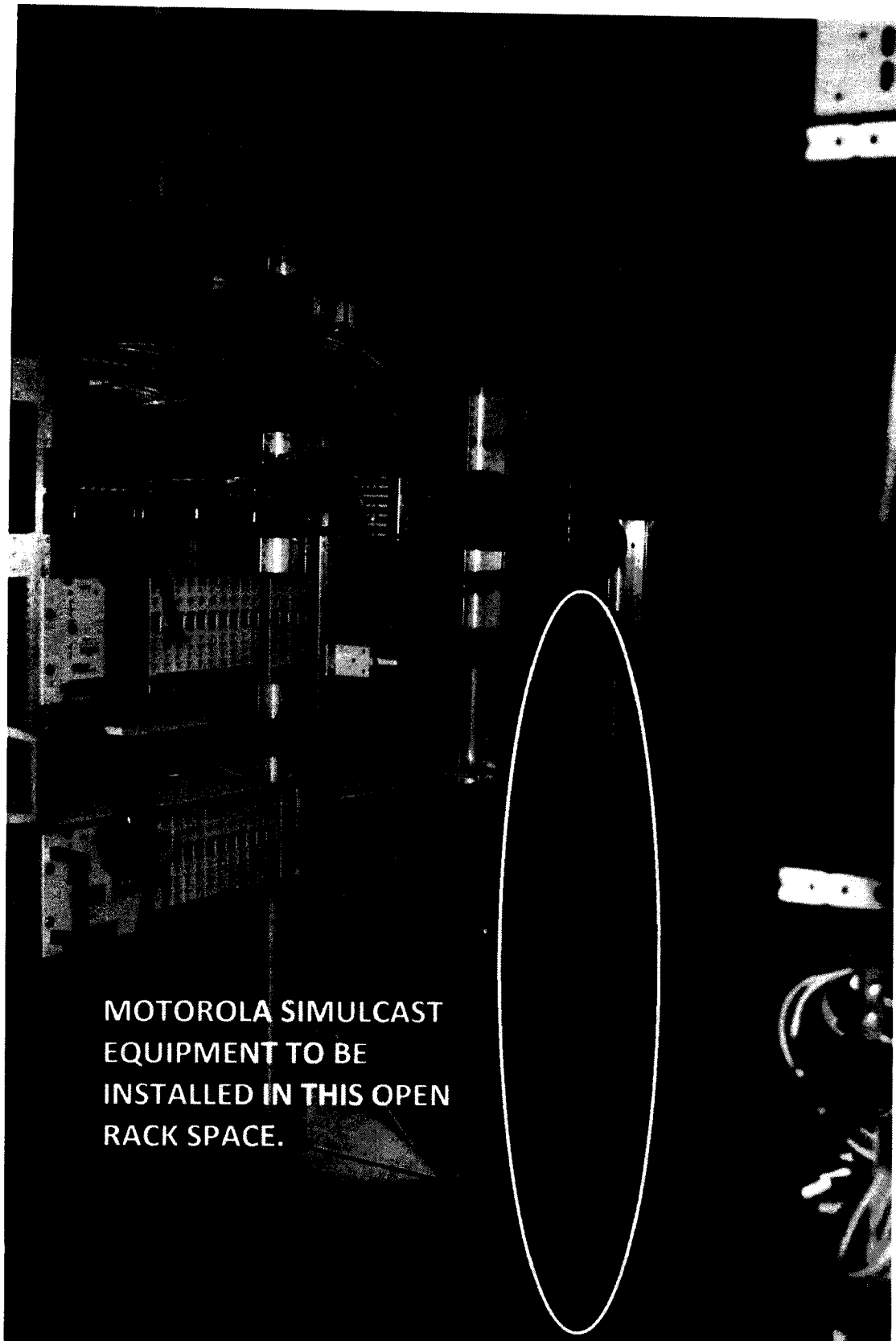




The yellow circle is where the Aviat Microwave Equipment for this project has been installed. This equipment is currently not active as of 2/17/16.

The red circle is where the Motorola Simulcast Equipment described in the System Description of this document will be installed.





MOTOROLA SIMULCAST
EQUIPMENT TO BE
INSTALLED IN THIS OPEN
RACK SPACE.

ATTACHMENTS:

- Antenna Specification Sheets – YCSO Prime Site
- Antenna Specification Sheets – Oregon Peak Site
- Triple Mount Specs – Oregon Peak Site
- NEPA Review – Oregon Peak Site

MISC INFO:

Construction and build-out plans were requested from Aviat to include with this report, but have not yet been received to date. If I receive them I will send them to the Yuba County team as a separate document.

Any further questions about this information can be directed to:

Bill Corey, CETsr
Sutter Buttes Communications, Inc.
(530) 682-8899 cell
wcorey@suttercomm.com

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The County of Yuba

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

JULY 26, 2016



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

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

MOTION: Move to approve Consent Agenda MOVED: Randy Fletcher SECOND: Andrew Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

- A. (313-0716) Board of Supervisors: Reinstate Board meeting of November 1, 2016 at 6:00 p.m. which had been canceled. Approved.
- B. (314-0716) Clerk of the Board: Appoint Ashley Dominic to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative with a term to end June 30, 2018. Approved.
- C. (315-0716) Clerk of the Board: Approve meeting minutes of July 12, 2016. Approved as written.
- D. (316-0716) Community Development and Services: Adopt resolution adopting Property Assessed Clean Energy Residential Consumer Protection Policies. (Land Use and Public Works Committee recommends approval) Adopted Resolution No. 2016-66, which is on file in Yuba County Resolution Book No. 47.
- E. (318-0716) Human Resources/Agriculture: Authorize Agricultural Department Incentive Program policy and amendment to Yuba County Employees' Association Master Labor Agreement, and authorize Chair to execute. (Finance and Administration Committee recommends approval) Approved.

IV. PUBLIC COMMUNICATIONS:

District Attorney Patrick McGrath – Advised Board on status of Frasier Smith predator placement hearing in Solano County, and commended Crime Analyst Leslie Carbah, Attorney Melanie Bendorf, and Mr. Don Schrader for their concerted efforts.

Mr. Dale Whitmore – 14 Forward and homeless in the City of Marysville

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (320-0716) Consider request from Marysville Kiwanis to issue payment of annual funding in the amount of \$250 from Fish and Game Advisory Commission Fund No. 104-9000-427-2300 as requested in 2016-2017 Budget for Kiwanis Fishing Derby due to Commission's lack of authorization for payment due to lack of quorum. (Fifteen minute estimate) County Administrator Robert Bendorf provided a brief update.

Fish and Game Advisory Commission Secretary Todd Quist recapped last meetings held and request from Kiwanis for payment and responded to Board inquiries.

The following individuals spoke:

- Mr. Dale Whitmore
- Ms. Danarae Reed

MOTION: Move to approve MOVED: Andrew Vasquez SECOND: Randy Fletcher

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Chairman Abe created an Ad Hoc Committee to review Fish and Game attendance and activities, and appointed Supervisor Fletcher and himself to serve.

B. County Administrator

1. (321-0716) Receive 14Forward project update and approve expenditures and donations. (Fifteen minute estimate) County Administrator Robert Bendorf recapped funding for 14Forward project, additional costs, grants and in kind donations, and responded to Board inquiries.

MOTION: Move to approve additional \$35,000 MOVED: John Nicoletti SECOND: Randy Fletcher

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

C. Human Resources

1. (319-0716) Adopt resolution revising Classification System-Basic Salary/Hourly Schedule in its entirety for Fiscal Year 2016-2017. Assistant Director Karen Fassler recapped corrections to the Classification System Basic Salary/Hourly Schedule and responded to Board inquiries.

MOTION: Move to adopt MOVED: Andrew Vasquez SECOND: Randy Fletcher

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Resolution No. 2016-67, which is on file in Yuba County Resolution Book No. 47.

2. (322-0716) Approve Memorandum of Understanding with the Law Enforcement Management Supervisory Association and authorize Chair to execute. (Ten minutes estimate) Assistant Director Karen Fassler briefly recapped major provisions and responded to Board inquiries.

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

3. (325-0716) Adopt resolution amending the Classification System - Basic Salary/Hourly Schedule as it relates to classifications in the Law Enforcement Management/Supervisory Association, effective July 1, 2016. (Five minute estimate)

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

Adopted Resolution No. 2016-68, which is on file in Yuba County Resolution Book No. 47.

D. Health and Human Services

1. (326-0716) Receive report on health and safety concerns and adopt resolution declaring shelter crisis in accordance with Government Code Sections 8698-8698.2. (Ten minute estimate) Director Jennifer Vasquez provided a brief recap. County Health Officer Dr. Nichole Quick recapped health and safety concerns at the river encampments and responded to Board inquiries.

County Administrator advised of ongoing collaboration with State Fish and Game and Yuba County Water Agency.

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

Adopted Resolution number 2016-69, which is on file in Yuba County Resolution Book No. 47.

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

- A. (317-0716) Ordinance - Hold public hearing, waive reading, and introduce ordinance adding Chapter 3.26 Training of District Attorney Investigators to accept Standards for recruitment and training of Peace Officers established by Commission on Peace Officers Standards and Training to the Yuba County Ordinance Code. (Law and Justice Committee recommends approval) (Roll Call Vote) (First Reading) (Ten minute estimate) District Attorney Patrick McGrath recapped POST training requirements, benefits, and responded to Board inquiries.

The Chair opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and introduce ordinance
MOVED: John Nicoletti SECOND: Andrew Vasquez
AYES: Andrew Vasquez, John Nicoletti, Roger Abe, Randy Fletcher
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

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

- A. (323-0716) Resolution from the Marysville Levee Commission requesting consolidation of the General Municipal Election with the November statewide election. Received.
- B. (324-0716) Letter from Senator Kevin De Leon, President Pro Tempore in regards to California legislative package "No place Like Home." Received.

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.

Supervisor Fletcher: Meetings attended

- July 19 Planning session with Economic Development Corporation
- July 20 Yuba County Water Agency meeting
- July 20 Coffee with the Cops
- July 21 Sexual Predator placement hearing in Solano County

Supervisor Nicoletti: Attended NACo conference July 22 - 25, 2016

Supervisor Abe: Meetings attended

- July 18 CSAC teleconference call
- July 20 Emergency Medical Services meeting
- July 21 Sexual Predator placement hearing in Solano County
- July 25 Yuba Sutter Farm Bureau meeting
- Yuba County Water Agency Watershed Workshop August 2, at 1:00 p.m. in Board Chambers
- August 6 4-H and FFA livestock auction at Yuba Sutter Fair

County Administrator Robert Bendorf:

- Final budget recommendations September 27, 2016
- Regional Waste Management Community workshop August 10th at 2:00 p.m. in Board Chambers
- Attended NACo conference July 22 - 25, 2016

IX. CLOSED SESSION The Board retired into closed session at 10:29 a.m. and returned at 10:41 a.m. with all present as indicated above. There was no report.

A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba

B. Pending litigation pursuant to Government Code 54956.9(d)(4) - One Case

X. ADJOURN: 10:41 a.m.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

362-0816



(362-0816) Adopt... - 1 of 4

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Recorder (530) 749-7850
- Clerk (530) 749-7851
- Fax (530) 749-7854

Ms. Terry A. Hansen

TO: Board of Supervisors

FROM: Terry A. Hansen, Clerk/Recorder – Registrar of Voters

SUBJECT: Election Consolidation Request

DATE: August 23, 2016

Recommendation:

Adopt resolution ordering consolidation of elections for the November 8, 2016 Consolidated Statewide General Election.

Background and Discussion:

Whenever two or more elections of any district, city, county, or other public subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing board or officer calling the election (Elections Code Section 10400);

Whenever one of the elections to be consolidated is a statewide election, the district, city or other political subdivision shall file with the Board of Supervisors, and a copy to the County Clerk, a resolution of the governing board requesting such consolidation and setting forth the exact form of any question, proposition or office to be voted upon at such election as the same is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. (Elections code Sections 10401, 10403);

Fiscal Impact:

Schools, special districts and municipalities will bear a prorated cost of election services.

Committee:

None

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

**RESOLUTION ORDERING CONSOLIDATION)
OF ELECTIONS FOR NOVEMBER 8, 2016) RESOLUTION NO. _____**
_____)

WHEREAS, whenever two or more elections of any district, city, county, or other public subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or officer calling the election. (Elections Code Section 10400):

WHEREAS, whenever one of the elections to be consolidated is a statewide election, the district, city or other political subdivision shall file with the Board of Supervisors, and a copy to the County Clerk, a resolution of its governing board requesting such consolidation and setting forth the exact form of any question, proposition or office to be voted upon at such election as the same is to appear on the ballot. Upon such request, the Board of Supervisors may order the consolidation. (Elections Code Section 10401, 10403):

WHEREAS, the following school districts have requested the election of their governing board members be consolidated with the November 8, 2016 General Election:

- Yuba County Board of Education
- Yuba Community College District
- Wheatland Union High School District
- Wheatland Elementary School District
- Marysville Joint Unified School District
- Camptonville Union Elementary School District
- Plumas Lake Elementary School District
- Nevada County Board of Education

WHEREAS, the City of Marysville has filed Resolution 2016-39 requesting the following municipal elections be consolidated with the November 8, 2016 General Election:

- City of Marysville Council Members – 2 Full Term
- City of Marysville Mayor – 1 Full Term
- Measure F – City of Marysville Cannabis Business Tax Measure

WHEREAS, the City of Wheatland has filed Resolution 16-16 requesting the following municipal elections be consolidated with the November 8, 2016 General Election:

- City of Wheatland Council Members – 3 Full Term

WHEREAS, the Marysville Levee Commission has filed Resolution Number LC-2016-04 requesting the following elections be consolidated with the November 8, 2016 General Election:

- Marysville Levee Commission Members – 3 Full Term

WHEREAS, the following jurisdictions have requested a ballot measure to be consolidated with the November 8, 2016 General Election:

- Measure D – Plumas Lake Elementary School District Bond Measure
- Measure B – Nevada Joint Union High School District Bond Measure
- Measure Q – Yuba Community College District Bond Measure

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby order consolidation of the following school, special district and city governing board elections with the general election to be held on November 8, 2016, insofar as said election is to be held in the same territory or in territory that is in part the same:

- Yuba County Board of Education
- Yuba Community College District
- Wheatland Union High School District
- Wheatland Elementary School District
- Marysville Joint Unified School District
- Camptonville Union Elementary School District
- Plumas Lake Elementary School District
- Nevada County Board of Education
- City of Marysville Council Members
- City of Marysville Mayor
- City of Wheatland Council Members
- Marysville Levee Commission Members

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba hereby order consolidation of the following ballot measures with the general election to be held on November 8, 2016:

- Measure F – City of Marysville Cannabis Business Tax Measure

- Measure D – Plumas Lake Elementary School District Bond Measure
- Measure B – Nevada Joint Union High School District Bond Measure
- Measure Q – Yuba Community College District Bond Measure

PASSED AND ADOPTED this _____ day of _____
2016, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



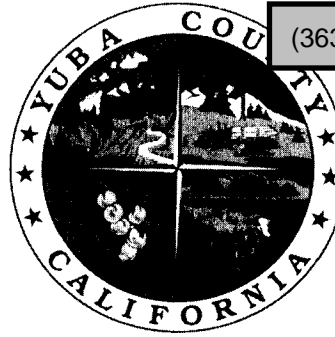
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



(363-0816) Rejec... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 23, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Reject Bids for Ella Elementary Safe Routes to School ATP Project 7th Avenue
from Olivehurst Avenue to Powerline Road and Authorize Project to be Re-advertised

RECOMMENDATION:

Bids were received on August 4, 2016 for the Ella Elementary Safe Routes to School Project. Public Works recommends that the Board reject the bids received and authorize the project to be re-advertised.

BACKGROUND:

Multiple improvement projects have been completed, or are in the process of being completed, in the Olivehurst area. This project will provide bike lanes, sidewalks and improve drainage along 7th Avenue, from Olivehurst Avenue to Powerline Road. The project will be primarily funded with State-Only ATP funds.

DISCUSSION:

The work in general consists of placing and/or replacing drain culverts and storm drains, placing curb, gutter, and sidewalk, and hot mix asphalt overlay, placing pavement reinforcing fabric, and striping along 7th Avenue from Olivehurst Avenue to Powerline Road. The engineer's estimate for construction of the project was \$1,236,414. The low bid was \$1,699,516.15, which is \$463,102.15 higher than estimated. The engineers estimate did not capture the recent rise in construction costs or take into account bidding the project late in the construction season (late bid date resulting from waiting for CTC approval). Public Works will provide clarification on the pedestrian bridge details and paving that should result in more competitive bids upon re-advertisement. The project is expected to be completed by September 2017.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Construction of the project will be funded with \$1,135,000 of State-Only ATP funding with the remainder coming from the Road Fund and Drainage budget.

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

364-0816
ROBERT BENDORE
(364-0816) Adopt... - 1 of 4

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

Date: August 23, 2016

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager *SB*

Re: FY 2016 State Homeland Security Grant Program

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2016 State Homeland Security Grant Program (SHSGP), including any other pertinent documents related to this program, and authorize the acceptance and distribution of said funds.

Background/Discussion

The U.S. Department of Homeland Security provides grant funding annually to the State of California that is sub-granted to the Operational Areas (Counties). These funds are used to increase and maintain the capacity of the Operational Areas (OA) first responders and emergency management to plan for, respond to, mitigate, and recover from acts of terrorism, or natural and other manmade disasters.

Your Board has previously appointed the Yuba County Multi-Jurisdictional Terrorism Task Force (TTF) to identify and develop projects that meet the requirements of the SHSGP. The Yuba County TTF has met to carry out this task for the current fiscal year.

Committee

Projects have been identified and have been approved by the Yuba County TTF, a sub-committee of the Yuba County Operational Area Disaster Council.

Fiscal Impact

The Yuba County OA is allocated \$150,565 for FY 2016. Emergency Services will receive \$7,528 in management and administration reimbursement to help offset the general fund allocation for emergency services.

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

SIGNATURE RESOLUTION AUTHORIZING)	RESOLUTION NO.
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES AND THE EMERGENCY)	
OPERATIONS MANAGER TO APPLY FOR)	
THE FY 2016 HOMELAND SECURITY)	
GRANT AND FURTHER AUTHORIZING)	
THEM TO EXECUTE DOCUMENTS AS)	
REQUIRED BY THE APPLICATION, THE)	
RESULTANT GRANT AND/OR ANY)	
PERTINENT DOUCMENTS RELATED TO)	
THE PROGRAM AND ACCEPTANCE OF)	
GRANT FUNDS)	

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant

application, for the Operational Area allocation of \$150,565; for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or his designee is hereby authorized to accept FY 2016 Homeland Security Grant funds in an amount not to exceed \$150,565; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL





COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(365-0816) Adopt... - 1 of 4


COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager 

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

Date: August 23, 2016

Recommendation:

The Board of Supervisors adopts 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 August 9, 2016.

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The current seasonal rainfall totals have been below normal when compared to average rainfall totals. The National Weather Service continues to designate the County of Yuba as being in a severe drought and the existence of tree mortality is ever increasing. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per Govt. Code Section 8630(d), this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL DROUGHT)	
EMERGENCY IN THE COUNTY OF)	
YUBA.)	RESOLUTION NO. _____

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Erma Thurman, Program Manager
Health & Human Services Department

DATE: August 23, 2016

SUBJECT: Medi-Cal Data Privacy and Security Agreement with the California
Department of Health Care Services

RECOMMENDATION: It is recommended that the Board of Supervisors execute the Medi-Cal Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and Yuba County, on behalf of its Health and Human Services Department.

BACKGROUND: Authorized employees in the Health and Human Services Department access and use Medi-Cal Personally Identifiable Information (PII) while assisting in the administration of the Medi-Cal Program on behalf of DHCS. Medi-Cal PII includes data and information from the federal Social Security Administration (SSA) and the Department of Homeland Security (DHS). The SSA requires DHCS to enter into Medi-Cal Privacy and Security Agreements with all County Welfare Departments. The original Medi-Cal Data Privacy and Security Agreement, executed in 2008, was revised and updated in 2013, and has again been revised and updated.

DISCUSSION: In May 2016, the Agreement was revised by DHCS and the California Welfare Directors Association (CWDA) with input from counties. The revised Agreement sets forth new and revised protocols and controls to ensure the privacy and security of Medi-Cal PII by counties. It also includes computer security safeguards which have been reviewed and approved by Yuba County's Information Technology Department.

COMMITTEE: The Human Services Committee was by-passed as there is no General Fund impact and/or County Match.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds. The costs for maintenance and operation for the security and privacy requirements of this Agreement are funded through the Medi-Cal Program and do not require a county match.

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**MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN the California
Department of Health Care Services and the
County of YUBA, Department of Health and Human Services**

PREAMBLE

The Department of Health Care Services (DHCS) and the County of YUBA, Department of Health and Human Services (County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the County of YUBA, Department of Health and Human Services workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.
3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.
4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be

used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. "Secure Areas" means any area where:
 - a. County Workers assist in the administration of Medi-Cal;
 - b. County Workers use or disclose Medi-Cal PII; or
 - c. Medi-Cal PII is stored in paper or electronic format.

AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.
- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. **PERSONNEL CONTROLS**

The County Department agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall implement the following personnel controls:

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment and;
 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
 3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
 4. Retain training records for a period of three years after completion of the training.
- B. ***Employee Discipline.***
1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
 2. Sanction policies and procedures shall include termination of employment when appropriate.
- C. ***Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years.

The statement shall include at a minimum:

1. General Use;
2. Security and Privacy Safeguards;
3. Unacceptable Use; and

4. Enforcement Policies.

D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The County Department shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. **MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.
- B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. **INFORMATION SECURITY AND PRIVACY STAFFING**

The County agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.
- E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area must be escorted at all times by authorized County Workers.
- H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers

can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process Medi-Cal PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary.
2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical must be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.

1. All users must be issued a unique user name for accessing Medi-Cal PII.
2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, at maximum within 24 hours.
3. Passwords are not to be shared.
4. Passwords must be at least eight characters.
5. Passwords must be a non-dictionary word.
6. Passwords must not be stored in readable format on the computer or server.
7. Passwords must be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less.
8. Passwords must be changed if revealed or compromised.
9. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters

- H. **User Access.** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to Social Security Administration (SSA) data, Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** The systems providing access to Medi-Cal PII must display a warning banner stating, at a minimum:
1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
1. The systems which provide access to Medi-Cal PII must maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
 4. Audit trail data shall be archived for at least three years from the occurrence.

M. **Access Controls.** The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. **Transmission Encryption.**

1. All data transmissions of Medi-Cal PII outside of a secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.
3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

VII. **AUDIT CONTROLS**

A. **System Security Review.**

1. The County Department must ensure audit control mechanisms are in place.
2. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing Medi-Cal PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing Medi-Cal PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. **Anomalies.** When the county or DHCS suspects MEDS usage anomalies, the county will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. ***Emergency Mode Operation Plan.*** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. ***Data Backup Plan.***
1. The County Department shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 3. The procedures shall include storing backups offsite.
 4. The procedures shall ensure an inventory of backup media. It is recommended that the county periodically test the data recovery process.

IX. **PAPER DOCUMENT CONTROLS**

- A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-

Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

C. **Public Modes of Transportation.** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.

E. **Confidential Destruction.** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. **Removal of Data.** Medi-Cal PII must not be removed from the premises of County Department except for justifiable business purposes.

G. **Faxing.**

1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. **Mailing.**

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. **NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. Initial Notice to DHCS:

Immediately upon discovery of a suspected security incident that involves data provided to DHCS by the SSA, the county shall notify DHCS by email or telephone.

Within one working day of discovery, the county shall notify DHCS by email or telephone of unsecured PHI or PI, if that PHI or PI was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office.

A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- B. Investigation and Investigative Report.** The county shall immediately investigate breaches and security incidents involving Medi-Cal PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within 72 hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.

- C. **Complete Report.** If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the PIR, the County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the Completed Report is submitted, by submitting the revised or additional information on an updated PIR. DHCS will review and approve or disapprove the determination of whether a breach occurred, and if individual notifications and corrective action plans are required.
- D. **Notification of Individuals.** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.
- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the

breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

- F. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Privacy Office	DHCS Information Security Office
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov <u>v</u> Telephone: (916) 445-4646 or (866) 866-0602	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies

Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by SSA. If a County is not able to meet the SSA compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the SSA compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) Between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the California Department of Health Care Services (CA-DHCS), known as the CMA, which is appended and hereby incorporated in to this Agreement (Exhibit B). If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by DHS-USCIS. If a County is not able to meet the DHS-USCIS compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the DHS-USCIS compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

XIII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVI. AMENDMENT OF AGREEMENT

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. DHCS may terminate this Agreement upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVII. TERMINATION

This Agreement shall terminate on September 1, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; county requests for an extension must be justified to and accepted by DHCS and limited to no more than a three-month extension. Such an extension may, upon county request and DHCS approval, be renewed for one additional three month period. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVIII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

XIX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of YUBA Department of Health and Human Services,

(Signature)

(Date)

(Name)

(Title)

Chair

For the Department of Health Care Services,

(Signature)

(Date)

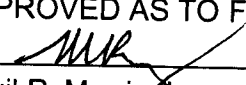
Jennifer Kent

Director

(Name)

(Title)

APPROVED AS TO FORM:


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Information Technology Date

Exhibit A

Computer Matching and Privacy Protection Act Agreement between SSA and CHHS, and Information Exchange Agreement between SSA and DHCS with Attachment "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA." These are sensitive documents that are provided separately to the County's privacy and security officer.

Exhibit B

Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and The California Department of Health Care Services (CA-DHCS). This is a sensitive document that is provided separately to the County's privacy and security officer.

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The County of Yuba

(367-0816) Adopt... - 1 of 4

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 
Tracy Bryan, Program Manager 
Health & Human Services Department

DATE: August 23, 2016

SUBJECT: Resolution Authorizing the Chair to Execute Agreements with The Salvation Army to provide housing for CalWORKs families under the Housing Support Program, and Any Amendments or Pertinent Documents Thereto

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution authorizing the Chair to enter into and execute on behalf of the County of Yuba, and upon review and approval of County Counsel, agreements with The Salvation Army for the California Work Opportunity and Responsibility to Kids Program (CalWORKs) Housing Support Program (HSP); and approve appropriation of funds in the amount of \$322,492.00 for the CalWORKs HSP for FY2016-17.

BACKGROUND: Pursuant to the County Fiscal Letter of July, 27, 2016, Yuba County Health and Human Services Department will be awarded an allocation of \$322,492 in October 2016 under the CalWORKs HSP for the period of July 1, 2016, through June 30, 2017, 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 50 families to become safely and permanently housed.

COMMITTEE: The Human Services Committee was by-passed because the Agreement is routine in nature and does not involve County General Funds.

FISCAL IMPACT: Entering into Agreement with The Salvation Army will not impact County General Funds as the costs for services under the Agreement will be funded through the CalWORKs allocation.

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

RESOLUTION AUTHORIZING THE)	
CHAIR OF THE BOARD TO ACCEPT)	
FUNDS FROM THE CALIFORNIA)	
WORK OPPORTUNITY AND)	RESOLUTION NO. _____
RESPONSIBILITY to KIDS (CalWORKs))	
HOUSING SUPPORT PROGRAM FOR)	
THE TERM OF JULY 1, 2016, THROUGH)	
JUNE 30, 2017, AND EXECUTE)	
RELATED DOCUMENTS)	
_____)	

WHEREAS, the State of California has made additional 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; and

WHEREAS, the CalWORKs Division of the Health and Human Services Department (HHSD) submitted an application to CDSS requesting continued funding of the 2015/16 Housing Support Program. Pursuant to the County Fiscal Letter of July 27, 2016, 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, 2016, through June 30, 2017, for the purpose of rapid rehousing of CalWORKs recipients. CDSS will notify HHSD in October 2016 if additional requested funds will be allocated; 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, the Board of Supervisors of the County of Yuba that the Chair of Board is hereby authorized to accept the aforementioned allocation for the Social Services Division for the period of July 1, 2016, through June

30, 2017, 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; and approve appropriation of funds for the stated period, and further, the Chair of the Board is granted authority to execute agreements, amendments or memorandums of understanding developed under this allocation.

A copy of the said agreements and 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 _____, 2016, 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:



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



368-0816
(368-0816) Adopt... - 1 of 92

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
John Crocker, Program Manager
Health & Human Services Department

DATE: August 23, 2016

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

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to enter into agreement with the California Department of Aging (CDA) for the Multipurpose Senior Services Program (MSSP) grant for the period of July 1, 2016, through June 30, 2017, and further, authorizing the Chair to accept funds and execute documents as required by the grant.

BACKGROUND: Yuba County has entered into agreement with the CDA for the MSSP grant since July 2001. The objective of MSSP is to provide services to eligible frail and elderly Yuba County clients in order to avoid or delay institutional placement of these clients in a nursing facility.

DISCUSSION: Approval of this Resolution and the Standard Agreement with the CDA will allow the HHSD to receive \$222,820.00 in funds to continue providing services that will allow eligible frail and elderly clients to remain in their homes.

COMMITTEE: The Human Services Committee was bypassed due to the routine nature of the item.

FISCAL IMPACT: Approval of the Resolution, subsequent contracts, and the accompanying Standard Agreement for the MSSP Grant will not impact County General Funds. The costs for services provided under the MSSP Grant are reimbursed by Federal and State Medi-Cal funds.

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

**RESOLUTION AUTHORIZING YUBA
COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT TO ENTER INTO
AGREEMENT WITH THE STATE OF
CALIFORNIA FOR THE MULTIPURPOSE
SENIOR SERVICES PROGRAM FOR THE
TERM OF JULY 1, 2016, THROUGH JUNE 30,
2017, AND AUTHORIZE THE CHAIR TO
ACCEPT FUNDS AND EXECUTE
DOCUMENTS AS REQUIRED**

Resolution No. _____

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

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

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors hereby authorizes the submission of the Standard Agreement Number MS-1617-36 to the California Department of Aging for the Multipurpose Senior Services Program grant.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Chair is hereby authorized to accept \$222,820.00 (Two Hundred Twenty-Two Thousand, Eight Hundred Twenty Dollars) for the period of July 1, 2016 through June 30, 2017; to execute, upon review and approval of County Counsel, documents as required by the grant contract for the stated period; to authorize and execute the transfer and allocation of funds for the stated period; and further the Chair is granted

///

///

///

permission to execute amended contracts for additional or lesser funding under this grant if the allocation, or a portion thereof, is awarded.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

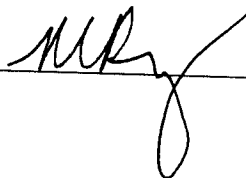
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

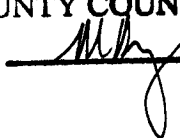
CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT	CONTRACT NUMBER: MS-1617-36
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none"> • confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies. • all access codes which allow access to confidential information will be properly safeguarded. • activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025. • any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act. • any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement. • obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA. • all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement. • all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements. • CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract. 	

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

(368-0816) Adopt... - 6 of 92

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

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

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

2. The term of this Agreement is: July 1, 2016 Through June 30, 2017
3. The maximum amount of this Agreement is: \$ 222,820.00 Two hundred twenty-two thousand eight hundred twenty and 00/100 dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 13 page(s)

Exhibit B – Budget Detail and Payment Provisions 9 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Zipcodes

AGING-MS-716

1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

ADDRESS

5730 Packard Avenue, Suite 100 MARYSVILLE CA 95901

COUNTY COUNSEL
BY: 

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General
Services Use Only

☐ Exempt per:

SCOPE OF WORK**ARTICLE I. CONTACT INFORMATION**

1. Contractor agrees to provide to the California Department of Aging, services under Agreement No. MS-1617-36 in accordance with this Agreement. The number of client months under this Agreement is 624.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Name: MSSP Operations Manager	Name: John Crocker, Site Director
Phone (916) 419-7552	Phone: (530) 749-6371
Fax: (916) 928-2508	Fax: (530) 749-6244

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Section/Unit: Business Services and Contracts	Section/Unit: Multipurpose Senior Services Program
Attention: Don Fingado	Attention: Erma Thurman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 5730 Packard Avenue, Suite 100 Marysville CA 95901
Phone: (916) 419-7157	Phone: (530) 749-6356
Fax: (916) 928-2500	Fax: (530) 749-6244
Email: don.fingado@aging.ca.gov	Email: ethurman@co.yuba.ca.us

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

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

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

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

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Exhibit D, Article I.).

ARTICLE III. MSSP PROGRAM OPERATIONS

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

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst, a copy of the organization chart within thirty (30) days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall determine Waiver Participant eligibility based on the criteria specified in the MSSP Site Manual. This team shall work with the Waiver Participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

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

B. Care Plan

1. The Contractor's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, PLAN(S), and others to develop a care plan covering the full range of required psycho-social and health services. The Care Management Team shall continue to work with the MSSP Waiver Participant to assure that the Waiver Participant is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP Participant or the PLAN(S).

C. Purchased Waiver Services

The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources). Approved Purchased Waiver Services are listed and defined in the MSSP Site Manual.
2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated, subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:
 - a) Adult Day Support Center (ADSC) and Adult Day Care (ADC)
 - b) Housing Assistance
 - c) Supplemental Personal Care Services
 - d) Care Management
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Protective Services
 - i) Special Communications
4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

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

1. Application for the Multipurpose Senior Services Program
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Client Enrollment/Termination Information
4. Level of Care Certification (LOC)
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessments, and MSSP Reassessments

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan, Progress Notes, and Service Planning and Utilization Summary (SPUS)
7. Waiver Participant monthly progress notes and other Waiver Participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Documents
10. Fair Hearing documentation

E. Management Information Systems (MIS)

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

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Waiver Participant name, MSSP Waiver Participant number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
 - b. Tracking of waiver services and costs
 - c. Enrollment and termination dates
 - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5th of the month, the end-of-month Waiver Participant count for the preceding month. The end-of-month Waiver Participant count consists of the number of Waiver Participants actively

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

enrolled in MSSP on the last (business) day of the reporting month. This does not include Waiver Participant cases closed (or terminated) during the reporting month.

6. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month ninety-five (95) days from the end of the month of services).
7. Submit (Waiver) service claims to the State's Medi-Cal Fiscal Intermediary, per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to one hundred percent (100%) of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted waiver slots for more than three (3) consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of waiver participants served during each month. This will be the number of waiver participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

G. Bilingual and Linguistic Program Services

1. Needs Assessment
 - a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible Waiver Participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]
- The group-needs assessment shall take into account the following four factors:
- (i) Number or proportion of persons with limited English-Proficiency (LEP) eligible to be served or encountered by the program.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (ii) Frequency with which LEPs come in contact with the program.
- (iii) Nature and importance of the services provided.
- (iv) Local or frequently used resources available to the Contractor.

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

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

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (i) Interpreters or bilingual providers and provider staff
 - (ii) Contracts with interpreter services

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (iii) Use of telephone interpreter lines
 - (iv) Sharing of language assistance materials and services with other providers
 - (v) Translated written information materials, including, but not limited to, enrollment information and descriptions of available services and programs
 - (vi) Referral to culturally and linguistically appropriate community service programs
 - c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible Waiver Participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 98211]
 - d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]
 - e. The Contractor shall notify its employees of Waiver Participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
 - f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]
- 3. Compliance Monitoring
 - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP Waiver Participants. [22 CCR 98310]

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
 - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]
 4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 *et seq.* [22 CCR 98326]
 - c. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of Waiver Participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support Waiver Participants in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider
 - b. Techniques to obtain vital information from older individuals who require emergency assistance
 - c. Written emergency procedures for all staff that have contact with older individuals
5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

I. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
2. The Contractor shall provide a notice of termination to a Waiver Participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.
3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The Subcontractor has no right of appeal to CDA.
4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit E of this Agreement.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief Manager within thirty-five (35) days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL

A. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site for submission of encounter data to PLAN(S), consistent with Exhibit A, Article IV., Section H, Encounter Data Submission.

B. Notice Requirements

The Contractor shall be responsible for providing written notice to PLAN(S) as follows:

1. Within five (5) business days after the following occurrences:
 - a) Disenrollment of a MSSP Waiver Participant from MSSP due to death, relocation, or voluntary disenrollment.
 - b) Enrollment in the MSSP Waiver of a PLAN Member who was not referred by PLAN(S).
 - c) Referral of a PLAN(S) Member to MSSP by non-PLAN(S) sources.
 - d) Determination by the Contractor that an MSSP Applicant referred by the PLAN(S) is ineligible for enrollment in MSSP.
 - e) Placing PLAN(S) Member on a wait list.
 - f) Enrollment of a PLAN(S) Member MSSP Applicant from the wait list to MSSP.
 - g) Change of the Contractor ownership or legal name.
 - h) Transition of MSSP Waiver Participants to another Contractor and location.
 - i) Denial or discontinuation of services.
2. Within thirty-five (35) days of relocation of a MSSP site.

**ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL
(Continued)**

3. Within one hundred and eighty (180) days prior written notice to PLAN(S) of termination of the Contractor's agreement with PLAN(S).
4. Within thirty (30) days written notice to State of California prior to termination of the Contractor's Agreement with PLAN(S).

C. Transition Plan

In the event of termination of this Agreement, the Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

D. Enrollment Verification

The Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. The Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V., Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet-based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

E. Orientation

The Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

F. Referrals

The Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

**ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL (Continued)**

G. Care Coordination

The Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and the Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

H. Encounter Data Submission

1. The Contractor shall submit monthly to PLAN(S) zero-cost electronic encounter data for all MSSP Waiver Services rendered to MSSP Waiver Participants.
2. The Contractor shall submit all encounter data within three (3) months from the end of the month that service was provided.

ARTICLE I. INVOICING AND PAYMENT

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

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a Contractor for a service level which falls below the total annual waiver slot budget.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.
- 2. No advance payments shall be authorized for a Contractor that has entered into the CCI payment model with a care PLAN(S).

ARTICLE I. INVOICING AND PAYMENT (Continued)

3. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
4. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
5. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
6. Repayment of advances, for the fee for service payment model, will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
7. Repayment of advances will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

ARTICLE II. FUNDS (Continued)

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
- <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 *et seq.*]

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

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable

ARTICLE II. FUNDS (Continued)

publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
 - 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]
 - 2. The Contractor must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
 - a. The Contractor receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-Federal cash resources.

ARTICLE II. FUNDS (Continued)

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE III. BUDGET AND BUDGET REVISION

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

A. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII., A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- B. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this Exhibit.
- C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- D. The budget shall include the following line items:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

Other Costs - a detailed list of other operating expenses.

Indirect costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.

- E. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the transfer amount is equal to or greater than five percent (5%) of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- F. The Contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

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

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

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

A. Submission of Claim to PLAN(S)

The Contractor shall submit a monthly claim to the PLAN(S) as specified in the MSSP site contract with the Managed Care Plan. The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

**ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL (Continued)**

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$357.08 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) payment as payment in full and final satisfaction of PLAN(S) payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

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Site Name	Yuba County Health and Human Services Department			Site Number	36	CDA-MSSP	18-Mar-16
Line #	Fiscal Year 2016-17						
A. Care Management							
Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary		
1 Nurse Case Manager	Morrill	\$87,174	0.000%	0.500	\$43,587		
2 Social Worker Case Manager	Hoang	\$81,190	0.000%	0.640	\$39,162		
3		\$0	0.000%	0.000	\$0		
4		\$0	0.000%	0.000	\$0		
5		\$0	0.000%	0.000	\$0		
6		\$0	0.000%	0.000	\$0		
7		\$0	0.000%	0.000	\$0		
8		\$0	0.000%	0.000	\$0		
9		\$0	0.000%	0.000	\$0		
10		\$0	0.000%	0.000	\$0		
11		\$0	0.000%	0.000	\$0		
12		\$0	0.000%	0.000	\$0		
13		\$0	0.000%	0.000	\$0		
14		\$0	0.000%	0.000	\$0		
15		\$0	0.000%	0.000	\$0		
16		\$0	0.000%	0.000	\$0		
17		\$0	0.000%	0.000	\$0		
18		\$0	0.000%	0.000	\$0		
19		\$0	0.000%	0.000	\$0		
20		\$0	0.000%	0.000	\$0		
26		\$0	0.000%	0.000	\$0		
27		\$0	0.000%	0.000	\$0		
Subtotal Care Management Salaries					\$82,749		
Total Care Management (CM) FTE 1.14					Care Management Benefits		
Total Care Management					\$37,203		
B. Care Management Support/Administration							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30 Site Director	Crocker	\$103,320	0.000%	0.014	\$1,411		
31 Supervising Care Manager	McCleary	\$81,912	0.000%	0.070	\$7,531		
32 Clerical	Royce	\$50,206	0.000%	0.150	\$7,531		
33		\$0	0.000%	0.000	\$0		
34		\$0	0.000%	0.000	\$0		
35		\$0	0.000%	0.000	\$0		
36		\$0	0.000%	0.000	\$0		
37		\$0	0.000%	0.000	\$0		
38		\$0	0.000%	0.000	\$0		
39		\$0	0.000%	0.000	\$0		
40		\$0	0.000%	0.000	\$0		
41		\$0	0.000%	0.000	\$0		
42		\$0	0.000%	0.000	\$0		
43		\$0	0.000%	0.000	\$0		
Subtotal CMS/Administration Salaries					\$14,876		
Total CMS/Administration FTE 0.23366					CMS/Administration Benefits		
					\$5,135		
C. Operating Costs							
Communications, Postage, Internet					\$238		
Consultation, Professional Services					\$311		
Equipment Cost equal to or greater than \$500 per Unit					\$0		
Equipment, Maintenance & Rental Costs; Office Supplies					\$4,739		
50 Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities/Month				
51 Insurance	\$2.57	335.99	\$123.32	\$11,822			
52 Library Purchases, Membership Dues, Subscriptions				\$995			
53 Recruitment Costs				\$475			
54 Temporary Help				\$0			
55 Training without Associated Travel Costs				\$0			
56 Travel				\$100			
57 Indirect Costs (Indirect Costs/Base) - 15% maximum				\$563			
58 Base = Salaries & Benefits ((29)+[45])				6%	\$8,109		
59				\$139,763	\$0		
60					\$0		
61					\$0		
62 Total CMS/Admin ((45)+[61])				Total CMS/Administration Operating Costs	\$27,352		
D. Total Budget Amounts							
63 Total Waived Services				21%	\$47,163		
Fiscal Year 2016-17 ((29)+[62]+[63])							
					25%	\$55,705	
					\$222,820		

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
John Crocker	Site Director	March 18, 2016	<input checked="" type="checkbox"/>
Approved by <i>Ameria Khaw</i> Analyst Signature		4.7.16 Date	

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
 - 1. General Terms and Conditions, Exhibit C
 - 2. Scope of Work, Exhibit A
 - 3. Special Terms and Conditions, Exhibit D
 - 4. Exhibits B, E
 - 5. All other documents incorporated herein by reference
- C. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any other correspondence, the provisions in this Agreement shall prevail.
- D. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Health Services" and "DHCS" mean the Department of Health Care Services.
- F. "Contractor" means the governmental, or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
- G. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.
- H. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
- I. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities.
- J. "Reimbursable item" also means "allowable cost" and "compensable item."
- K. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

- L. "CFR" means Code of Federal Regulations.
- M. "CCR" means California Code of Regulations.
- N. "Cal. Gov. Code" means Government Code.
- O. "W&I Code" means Welfare and Institutions Code.
- P. "USC" means United States Code.
- Q. "PCC" means Public Contract Code.
- R. "HIPAA" means Health Insurance Portability and Accountability Act.
- S. "Waiver Participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
- T. "OMB" means the federal Office of Management and Budget.
- U. "Wait List" means a list of potential MSSP Participants, established and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and CMS' direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.
- V. "Encounter" means any authorized service consistent with any of the three (3) MSSP service categories (Care Management, Care Management Support, or Purchased Waiver Services) provided to or purchased by the Contractor for an enrolled PLAN(S) Member during a given month. Each MSSP Waiver Participant incurs one encounter per month for care management and care management support. However, each MSSP Waiver Participant may incur more than one purchased waiver service encounter because each unit of purchased waiver service is counted as a separate encounter.
- W. "Eligibility Determination" means a process by which the Contractor determines whether a MSSP Applicant or MSSP Waiver Participant meets eligibility criteria to participate in the MSSP and receive MSSP Waiver Services.

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

- X. “Level of Care” (LOC) means a clinical certification by the Contractor that the MSSP Applicant or MSSP Waiver Participant meets the requirement for a nursing facility placement.
- Y. “MSSP Applicant” means a Member who has submitted an application to the Contractor to receive MSSP Waiver Services.
- Z. “Purchased Waiver Services” means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Exhibit D, Article I., Section W.
- AA. “MSSP Waiver Slot” means a position, whether vacant or filled, which is funded according to a Contractor’s site budget and allocated for a Participant during a given month.
- BB. “Coordinated Care Initiative” (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
- CC. Additional definitions specific to contractors operating under the CCI model.
 - 1. “Member” means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
 - 2. “PLAN(S)” is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).

Multipurpose Senior Services Program Waiver Participants qualify under the following Medi-Cal Aid codes:

1. CASH GRANT

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

10	AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age sixty-five (65) or older.
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Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

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

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

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

- | | | |
|------|----------|--|
| **16 | AGED | Aid to the Aged-Pickle Eligibles – Persons age sixty-five (65) or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit. |
| **26 | BLIND | Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See Aid Code 16 for definition of Pickle Eligibles. |
| **66 | DISABLED | Aid to the Disabled-Pickle Eligibles – Persons who meet the federal definition of disability and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See Aid Code 16 for definition of Pickle Eligibles. |

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

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

3. MEDICALLY NEEDY, NO SHARE OF COST

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

4. MEDICALLY NEEDY, SHARE OF COST

AID PROGRAM DEFINITION
CODE

- | | | |
|-------|--------------------|---|
| ***17 | AGED-MN
SOC | Aid to the Aged-Medically Needy, Share of cost – See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries. |
| ***27 | BLIND-MN | Aid to the Blind-Medically Needy, Share of cost – SOC See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries. |
| ***67 | DISABLED
MN-SOC | Aid to the Disabled-Medically Needy, Share of cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries. |

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

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

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

6. INSTITUTIONAL DEEMING

AID PROGRAM DEFINITION
CODE

- | | | |
|----|--------|---|
| 1X | NO SOC | Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. |
| 1Y | SOC | Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F. |

7. CONTINUED ELIGIBILITY – REDETERMINATION

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

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

DD. Definition of Services Provided Under the Waiver

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

1. **Adult Day Support Center (1.0):** This is a community-based program that provides nonmedical care to meet the needs of functionally-impaired adults. Services are provided according to an individual plan of care in a structured, comprehensive program that will provide a variety of social, psychosocial, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible Waiver Participants are those who:
 - Need, but do not have, a caretaker available during the day
 - Are isolated and in need of social stimulation
 - Need a protective setting for social interaction
 - Need psychological support to prevent institutionalization

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the Waiver Participant's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.
2. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

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

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

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

- iii. In either circumstance, the following criteria must be met and documented in the case record:
 - (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the Waiver Participant
 - (b). The items are necessary to preserve the Waiver Participant's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
 - c. **Emergency Move (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible Waiver Participants are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the Waiver Participant's possessions. Activities may include materials and labor necessary for such moves.
 - d. **Emergency Utility Service (2.5):** Allows for payment of utilities only when the Waiver Participant has no other resources to meet this need. Additionally, the Waiver Participant must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the Waiver Participant in jeopardy.
 - e. **Temporary Lodging (2.6):** Allows for payment of hotel or motel lodging for those Waiver Participants, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Temporary lodging is also available in the event of an emergency. Lodging rates shall not exceed State limits in accordance with CalHr rates (<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>)
- 4. **Supplemental Chore (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the Waiver Participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

cleaner), shopping, food preparation, and household maintenance, as long as the Waiver Participant does not live in a Residential Care Facility for the Elderly (RCFE). Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

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

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

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

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

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the Waiver Participant-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed,

Special Terms and Conditions – Exhibit D
Multipurpose Senior Services Program 2016-17

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

washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker. When a personal care service is to be performed by an unlicensed health care worker, permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

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

6. **Supplemental Health Care (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.
7. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
8. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
 - a) **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a

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

package of long-term care services for community-based Waiver Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all Waiver Participant contact activity each month.

- b) **Purchased Care Management (4.3):** For the vast majority of MSSP Waiver Participants, care management services are provided solely by site care management staff. However, Waiver Participants have the right to request care management by qualified outside subcontractors. In some cases of temporary need, the site may retain an outside subcontractor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site-Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.

- 9. **Deinstitutional Care Management (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community

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

- b. Where an established MSSP Waiver Participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

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

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

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

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

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

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

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

12. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily, but are not to constitute a full nutritional regimen (three (3) meals a day). [42 CFR 440.180 (b)]
 - a. **Congregate Meals** (7.1): Meals served in congregate meal settings for Waiver Participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP Waiver Participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.
 - b. **Home Delivered Meals** (7.2): Meals for Waiver Participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older

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

Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.

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

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

- (i) A nutritional screen is conducted by the primary care manager in consultation with the nurse care manager. The Progress Notes must reflect the collaboration between the SWCM and NCM.
- (ii) The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs. All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained.

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

- 13. **Protective Services (8.3, 8.4, and 8.5):** These services include protection for Waiver Participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.

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

14. **Social Support** (8.3): Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for Waiver Participant participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the Waiver Participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some Waiver Participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

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

- a. **Therapeutic Counseling** (8.4): Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the Waiver Participant's care plan.

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

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

- b. **Money Management** (8.5): This service assists the Waiver Participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.

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

15. **Communications Services** (9.1 and 9.2): Waiver Participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the Waiver Participant's plan of care.

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

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

- b. **Communication/Device** (9.2): The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for Waiver Participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those Waiver Participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- (i) 24-hour answering/paging
- (ii) Beepers
- (iii) Medic-alert type bracelets/pendants
- (iv) Intercoms
- (v) Life-lines
- (vi) Wander-alerts
- (vii) Monitoring services
- (viii) Light fixture adaptations (blinking lights, etc.)

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

- (ix) Telephone adaptive devices not available from the telephone company
- (x) Other electronic devices/services designed for emergency assistance

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

ARTICLE II. ASSURANCES

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

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

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification

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ARTICLE II. ASSURANCES (Continued)

Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

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

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

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 to 11139.5 22 CCR 98000 *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323] [Chapter 182, Statutes of. 2006]

3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 *et seq.*]

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

D. Standards of Work

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

E. Conflict of Interest

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

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ARTICLE II. ASSURANCES (Continued)

2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

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

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 276c] [29 CFR, Part 3]
 - b. Davis-Bacon Act [40 USC 276a to 276a-7] [29 CFR, Part 5]

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ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act [40 USC 327 to 333] [29 CFR, Parts 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR, Part 60]
 - 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
 - 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

 - 1. Clean Air Act, as amended [42 USC 7401]
 - 2. Clean Water Act, as amended [33 USC 1251]
 - 3. Federal Water Pollution Control Act, as amended [33 USC 1251 *et seq.*]
 - 4. Environmental Protection Agency Regulations [40 CFR, Part 29], [Executive Order 11738]
 - 5. Public Contract Code Section 10295.3
- J. Debarment, Suspension, and Other Responsibility Matters
 - 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. [45 CFR § 92.35]

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ARTICLE II. ASSURANCES (Continued)

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

K. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also *identify the action taken*.
- 2. Documentation in the form of a resolution, order, or motion by the Contractor's Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor, authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

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ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

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

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The Contractor must keep DUNS number and related updates on the website to be viewed at: <https://www.sam.gov/portal/SAM/#1>
3. The Contractor shall review all DUNS information to ensure it is up to date and the DUNS number status is active.
4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting

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ARTICLE II. ASSURANCES (Continued)

entity shall result in suspension or termination of the subcontract by the Contractor, until satisfactory status is restored.

O. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

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ARTICLE III. AGREEMENT

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

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX. of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. Funds for this Agreement shall not be obligated in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI. of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its

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ARTICLE V. SUBCONTRACTS (Continued)

officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that all potential providers of Waiver Services complete a CDA-approved Vendor Application. The Subcontractors selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential subcontractors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Contract.
- I. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in subcontractors operations.
- J. The Contractor shall require language in all Subcontracts to require all subcontractors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 [42 USC 12101 *et. seq.*] and California Government Code Sections 11135-11139.5.
- K. The Contractor shall require all subcontracts to comply with the HIPAA Business Associate requirements as it appropriately relates to services rendered.
- L. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- M. The Contractor shall refer to 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133] in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- N. The Contractor shall make timely payments to its subcontractors under this Agreement.

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ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Final Accounting Reconciliation” report (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding Waiver Participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all Waiver Participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process. The Contractor shall keep records relating to performance of this Agreement, in accordance with Article X, Section J.
- F. Waiver Participant records are to be kept as long as the case is open and active. Following termination, Waiver Participant records will be maintained for a period of six (6) years following the year of case closure, or for a longer period if

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ARTICLE VI. RECORDS (Continued)

deemed necessary by CDA. A longer period of retention may be established by individual sites.

- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year
 - 2. Has a unit acquisition cost of at least \$500; a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit
 - 3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical

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ARTICLE VII. PROPERTY (Continued)

intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA, annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32), to report property to CDA, unless otherwise directed by CDA.

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

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives,

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ARTICLE VII. PROPERTY (Continued)

personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of the Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service or
 - 2. For another CDA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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ARTICLE VII. PROPERTY (Continued)

- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.
- Q. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP Waiver Participants.
- R. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, fiscal data, and procurement components. This will include policies, procedures and procurement audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any administrative, program, and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.
- E. The Contractor shall refer to the guidance in 2 CFR § 200.330 in making a determination of whether a subcontractor or contractor relationship exists.

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ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION (Continued)

If a contractor relationship exists, then the Contractor shall follow the procurement standards in 2 CFR § 200.317 through § 200.326.

ARTICLE X. AUDITS

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed, as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to the:

California Department of Aging
 Attention: Audit Branch
 1300 National Drive, Suite 200
 Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section L of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.

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ARTICLE X. AUDITS (Continued)

- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 *et seq.* Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [GC 8546.7, PCC 10115 *et seq.*], [CCR Title 2, Section 1896]
- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

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ARTICLE XI. INSURANCE (Continued)

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation the Contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 – 15
 - \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS-ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
 - C. Evidence of insurance shall be in a form and content acceptable to DGS-ORIM.
 - D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
 - E. Insurance obtained through commercial carriers shall meet the following requirements:
 1. The Certificate of Insurance shall provide the statement: "The Department of Aging", State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement. Professional liability coverage is exempt from this requirement
 2. CDA shall be named the certificate holder and CDA's address must be listed on the certificate
 - F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of

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ARTICLE XI. INSURANCE (Continued)

this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

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

ARTICLE XII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, Such the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Article XIII(B). The Parties agree that the termination of any portion of

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ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

this Agreement shall not affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect.

2. Termination for Cause

a. CDA may terminate in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The notice of termination shall be effective thirty (30) days from the delivery of the Notice of Termination. The Contractor shall submit a transition plan to CDA as specified in Article XIII (B). The grounds for termination for cause shall include, but are not limited to the following:

- (i) In case of threat to life, health or safety of the public (termination of Agreement shall be effective immediately)
- (ii) A violation of the law or failure to comply with any condition of this Agreement
- (iii) Inadequate performance or failure to make progress so as to endanger performance of this Agreement
- (iv) Failure to comply with reporting requirements
- (v) Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
- (vi) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
- (vii) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
- (viii) Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

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- (ix) The commission of an act of bankruptcy
- (x) Finding of debarment or suspension
- (xi) The Contractor's organizational structure has materially changed
- (xii) CDA determines that a contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

3. Voluntary Termination by Contractor

The Contractor shall give CDA written Notice of Intent to Terminate at least one hundred eighty (180) days prior to the proposed effective date of termination (this is only applicable in cases of voluntary termination). The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, CDA will work with the Contractor to transition the program and terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.

4. The Contractor's Obligation After Notice of Termination

After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Take immediate steps to ensure the health and safety of Waiver Participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP Waiver Participants to other local resources.
- b. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
- c. Deliver updated Waiver Participant records to the subsequent MSSP contractor or as directed by CDA.

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ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- d. With assistance from CDA, develop a written Transition Plan, to locate alternative services for each Waiver Participant through another MSSP site or community agency in accordance with this Agreement.
- e. Be responsible for providing all necessary Waiver Participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to Waiver Participants prior to such expiration or termination.
- f. Submit a full accounting and closeout of the Contractor's existing budget.
- g. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.
- h. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).
- i. Submit a Transition Plan as specified in Section B of this Agreement.

B. Transition Plan

- 1. The Contractor shall submit a Transition Plan to the State within fifteen (15) days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 - a. A current Waiver Participant count and identifying Waiver Participant information upon request.
 - b. A description of how Waiver Participants will be notified about the change in their MSSP provider.
 - c. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP Waiver Participants.

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ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- d. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
 - e. A plan to evaluate the health and safety of Waiver Participants in order to assure appropriate placement.
 - f. A plan to transfer confidential Waiver Participant records to a new contractor or care management agency.
 - g. A plan to maintain adequate staff to provide continued care to MSSP Waiver Participants through the term of the Contract.
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.
 - i. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs.
- 2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
 - 3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
 - 4. Phase-out Requirements

Phase out for this Contract will:

- a. Consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
- b. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

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ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

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

C. Effective Date

Termination of this Agreement, shall take effect as follows:

- a. Ninety (90) days after CDA's written notice of termination to the Contractor.
- b. Thirty (30) days if CDA's written notice of termination to the Contractor was for cause or due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress.
- c. One hundred eighty (180) days if termination is by the Contractor.

The notice shall describe the action being taken, the date of termination, the reason for such action and any conditions of the termination, including the requirement of a transition plan identified in Section B of this Article XII.

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

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

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

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

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ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Manager. This notice shall be on the Contractor's letterhead, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices, with the exception of those identified in this Article, shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

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

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

and/or personal information as specified in the State Administrative Manual, Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, and CDA Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

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

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

D. Training/Education

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

E. Contractor Confidentiality Statement

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

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

F. Software Maintenance

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

G. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

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

1. Recitals

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

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

- f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

2. Permitted Uses and Disclosures of PHI by Business Associate

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

3. Responsibilities of Business Associate

Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as required by law.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- b. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS/CDA; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS/CDA with information concerning such safeguards as DHCS/CDA may reasonably request from time to time.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- d. Ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS/CDA, agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Article into each subcontract or award to such agents or subcontractors.
- e. Provide access as DHCS/CDA may require, and in the time and manner designated by DHCS/CDA (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS/CDA (or, as directed by DHCS/CDA), to an individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS/CDA that includes medical and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.
- f. Make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- g. Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from DHCS/CDA,

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Multipurpose Senior Services Program 2016-17

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.

- h. Document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- i. Take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI.
- j. Train and use reasonable measures to ensure compliance with the requirements of the Article by employees who assist in the performance of functions or activities on behalf of DHCS/CDA under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of the Article, including termination of employment.
- k. Comply, where applicable, with the DHCS HIPAA Business Associate Addendum, herein incorporated by reference:
<https://www.aging.ca.gov/ProgramsProviders/MSSP/>
- l. Business Associate/MSSP Site will immediately upon discovery of any suspected security incident notify by telephone and email the DHCS and CDA contacts/units identified below:
 - CDA MSSP Operations Manager
 - DHCS Privacy Officer
 - DHCS Information Security Officer
- m. Within twenty-four (24) hours of the discovery, the MSSP Site will submit a DHCS Privacy Incident Report (PIR) form to the below contacts.

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Multipurpose Senior Services Program 2016-17

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- n. Within seventy-two (72) hours of the discovery, the MSSP Site will submit an updated DHCS PIR form to the below contacts.
- o. Within ten (10) working days of the discovery, the MSSP Site will submit a complete DHCS PIR form to the below contacts:

CDA MSSP Operations Manager
 MSSP Branch
 1300 National Drive, Suite 200
 Sacramento, CA 95834-1992
 Email: MSSPService@aging.ca.gov
 Telephone: (916) 419-7552
 Fax (916) 928-2508

DHCS Privacy Officer
 c/o: Office of HIPAA Compliance
 Department of Health Care Services
 P.O. Box 997413, MS 4722
 Sacramento, CA 95899-7413
 Email: privacyofficer@dhcs.ca.gov
 Telephone: (916) 445-4646
 Fax (916) 440-7680

DHCS Information Security Officer
DHCS Information Security Office
 P.O. Box 997413, MS 6400
 Sacramento, CA 95899-7413
 Email: iso@dhcs.ca.gov
 Telephone (ITSD Service Desk): (916)440-7000 or (800)579-0874
 Fax (916) 440-5537

4. Obligations of DHCS/CDA

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this internet address to view the most current Notice of Privacy Practices:
<http://www.dhcs.ca.gov/services/ccs/Pages/HIPAA.aspx>
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

changes affect the Business Associate's permitted or required uses and disclosures.

- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

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

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

6. Termination

- a. Upon DHCS/CDA's knowledge of a material breach of this Article by Business Associate, DHCS/CDA shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS/CDA
 - (ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Article and cure is not possible or

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Multipurpose Senior Services Program 2016-17

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

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

7. Miscellaneous Provisions

- a. DHCS/CDA makes no warranty or representation that compliance by Business Associate with this Article, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to

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Multipurpose Senior Services Program 2016-17

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon thirty (30) days written notice in the event:

- (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or
 - (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- e. The terms and conditions in this Article shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Article shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

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ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- f. A reference in the terms and conditions of this to a section in the HIPAA regulations means the section as in effect or as amended.
- g. The respective rights and obligations of Business Associate under Section 6, C of this Article shall survive the termination or expiration of this Agreement.
- h. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- i. Provisions of this Article shall be included in all contracts of both the Contractor and the Subcontractors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
- 2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- 3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- 4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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Multipurpose Senior Services Program 2016-17

AGING

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

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

ARTICLE XX. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.
 - b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period,

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ARTICLE XX. REPORTS (Continued)

identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:

- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
- Care Management Activity – Including staff turnover, training, quality assurance, Waiver Participant grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, Waiver Participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
- Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
- Monthly Active Waiver Participant Count
- Staff Roster
- Self-Certified Training
- Wait List – Including the number of potential MSSP Participants waiting for enrollment
- Critical Incident Reporting
- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

2. Ad Hoc Reports

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

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Waiver Participant satisfaction

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AGING

ARTICLE XX. REPORTS (Continued)

- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

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

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

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly Active Waiver Participant Count

Reports are due on the 5th of each month, unless otherwise specified by CDA.

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

C. ADDITIONAL REPORTING PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI MODEL

- 1. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 - a. Payment Detail from PLAN(S) as requested.
 - b. Upon request, Contractor agrees to furnish PLAN(S) with the following:
 - (i) Monthly Active Waiver Participant Count
 - (ii) MSSP Encounter Data
 - (iii) MSSP Quarterly Report

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Multipurpose Senior Services Program 2016-17

AGING

ARTICLE XX. REPORTS (Continued)

2. Contractor shall submit monthly zero-cost electronic Encounter Data to PLAN(s).

ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [Cal. Gov. Code § 11135 to-11139.5] [22 CCR 98211, 98310 to-98314, 98324 to-98326, 98340 to-98370]

A. Needs Assessment

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

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 *et seq.*, 22 CCR 98000 to-98382.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

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Multipurpose Senior Services Program 2016-17

ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [GC 11135 -1139.5]
 [Title 22 CCR Sections 98211, 98310-98314, 98324-98326, 98340, 98370]
 (Continued)

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 98211]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

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ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES [GC 11135-1139.5]
 [Title 22 CCR Sections 98211, 98310-98314, 98324-98326, 98340, 98370]
 (Continued)

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 *et seq.* [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

Exhibit E
Catchment Area
Zip Codes

(368-0816) Adopt... - 92 of 92

Yuba County Health and Human Services Department

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

The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



369-0816
(369-0816) Adopt... - 1 of 14

MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

TO: The Board of Supervisors

FROM: Jill Abel, Human Resources Director

DATE: August 23, 2016

SUBJECT: **Rescind Resolution #2016-67 and Adopt New Resolution Amending the Classification System – Basic Salary / Hourly Schedule in its entirety.**

RECOMMENDATION:

Rescind resolution #2016-67 and adopt the attached resolution amending the Classification System – Basic Salary / Hourly Schedule in its entirety, effective July 1, 2016.

DISCUSSION:

The Classification System –Basic Salary/Hourly Schedule was adopted by the Board in its entirety on July 26, 2016 with an effective date of July 1, 2016. Since the adoption an administrative error was discovered regarding the classifications of Administrative Analyst I, Administrative Analyst II and Health Administrator which received a 3% equity adjustment in error. These classifications should not have received an Equity Adjustment. Currently the County does not have any incumbents in either Administrative Analyst classification. The sole incumbent of the Health Administrator classification has been notified of the error.

In addition, the classifications in the Juvenile Corrections Officer series listed only an hourly starting rate in order to comply with CalPERS recommendations for Payroll Reporting of the 207k exemption. Since the time of the adoption of the schedule, it became apparent that the Classification System – Basis Salary / Hourly Schedule should include two separate pays for the Juvenile Corrections Officer series to reflect the monthly and hourly starting rate.

All further changes include administrative clean-up such as removing classifications no longer in use.

The attached resolution modifies the Classification System – Basic Salary / Hourly Schedule in its entirety effective **July 1, 2016**.

COMMITTEE ACTION:

None – Administrative only.

FISCAL IMPACT:

None- Administrative only.

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	OT HRLY	OT CODE	WC CODE
AAUD-1	ACCOUNTANT-AUDITOR I	4	3,659	21.11	N	8810.1
AAUD-2	ACCOUNTANT-AUDITOR II	4	3,999	23.07	N	8810.1
ACAS-1	ACCOUNTING ASSISTANT I	1	2,350	13.56	N	8810.1
ACAS-2	ACCOUNTING ASSISTANT II	1	2,566	14.80	N	8810.1
ACSP	ACCOUNTING SPECIALIST	1	2,805	16.18	N	8810.1
ATEC	ACCOUNTING TECHNICIAN	3	3,062	17.67	N	8810.1
AASU	ADMINISTRATION & ACCOUNTING SUPERVISOR	5	3,883	22.40	N	8810.1
AAHS	ADMINISTRATIVE ANALYST - HUMAN SERV	4	4,242	24.47	N	8810.1
AAAN-1	ADMINISTRATIVE ANALYST I	4	4,118	23.76	N	8810.1
AAAN-2	ADMINISTRATIVE ANALYST II	4	4,637	26.75	N	8810.1
ASMR	ADMINISTRATIVE SERVICES MANAGER	8	5,214	30.08	E	9410
ASOF-1	ADMINISTRATIVE SERVICES OFFICER I	8	4,242	24.47	E	9410
ASOF-2	ADMINISTRATIVE SERVICES OFFICER II	8	4,637	26.75	E	9410
ADTC	ADMINISTRATIVE TECHNICIAN	4	3,449	19.90	N	8810.1
AGSE	AG COMMISSIONER SEALER OF WEIGHTS & MEASURERS	8	8,879	51.23	E	9410
AGMS-1	AG WEIGHTS & MEASURES SPECIALIST I	4	3,883	22.40	N	9410
AGMS-2	AG WEIGHTS & MEASURES SPECIALIST II	4	4,242	24.47	N	9410
AGMS-3	AG WEIGHTS & MEASURES SPECIALIST III	4	4,637	26.75	N	9410
AIDE	AIDE	1	1,803	10.40	N	8810.1
ARMG	AIRPORT MANAGER	8	5,700	32.88	E	9410
ANCO	ANIMAL CARE SERVICES OFFICER	2	2,890	16.67	N	7721
ACTE	ANIMAL CARE TECHNICIAN	2	2,420	13.96	N	8831
APSP	APPEALS SPECIALIST	3	3,879	22.38	N	8810.1
ASAS-1	ASSESSMENT ASSISTANT I	1	2,420	13.96	N	8810.1
ASAS-2	ASSESSMENT ASSISTANT II	1	2,642	15.24	N	8810.1
ASSP	ASSESSMENT SPECIALIST	1	2,974	17.16	N	8810.1
AASR	ASSISTANT ASSESSOR	8	7,437	42.91	E	9410
AACR	ASSISTANT AUDITOR-CONTROLLER	8	7,437	42.91	E	9410
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	7,513	43.34	E	9410.PB

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 3 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	OT HRLY	OT CODE	WC CODE
ASCA	ASSISTANT COUNTY ADMINISTRATOR	8	10,912	62.95	E	9410
ASEN	ASSISTANT ENGINEER	4	5,066	29.23	N	9410
AHRA	ASSISTANT HUMAN RESOURCES ANALYST	11	3,767	21.73	N	8810.1
AHRD	ASSISTANT HUMAN RESOURCES DIRECTOR	8	7,438	42.91	E	9410
ASPW	ASSISTANT PUBLIC WORKS SUPERINTENDENT	5	4,242	24.47	N	9422
ASSU	ASSISTANT SURVEYOR	4	5,066	29.23	N	9410
ASCI	ASSOCIATE CIVIL ENGINEER	4	6,416	37.02	N	9410
ASOE	ASSOCIATE ENGINEER	4	5,534	31.93	N	9410
ASOS	ASSOCIATE SURVEYOR	4	6,048	34.89	N	9410
ASAG	ASST AG & WGTS & MEASURES COMM	8	6,605	38.11	E	9410
ADRA	ASST DIRECTOR ADMINISTRATIVE SERVICES	8	7,437	42.91	E	9410
ADPL	ASST DIRECTOR OF PLANNING	8	7,889	45.51	E	9410
ASDR	ASST PUBLIC WORKS DIRECTOR	8	8,368	48.28	E	9410
ASTT	ASST TREASURER AND TAX COLLECTOR	8	7,437	42.91	E	9410
ATNY-1	ATTORNEY I	14	5,217	30.10	E	8810.1
ATNY-2	ATTORNEY II	14	6,048	34.89	E	8810.1
ATTN-3	ATTORNEY III	14	7,221	41.66	E	8810.1
AUAP-1	AUDITOR-APPRAISER I	4	3,553	20.50	N	9410
AUAP-2	AUDITOR-APPRAISER II	4	3,879	22.38	N	9410
AUAP-3	AUDITOR-APPRAISER III	4	4,242	24.47	N	9410
BGSU	BUILDING & GROUNDS SUPERVISOR	5	3,880	22.38	N	9420
BUIN-1	BUILDING INSPECTOR I	3	3,879	22.38	N	9410
BUIN-2	BUILDING INSPECTOR II	3	4,239	24.46	N	9410
BUIN-3	BUILDING INSPECTOR III	3	4,637	26.75	N	9410
BMCU	BUILDING MAINTENANCE CUSTODIAN	2	2,216	12.78	N	9420
BMTE-1	BUILDING MAINTENANCE TECHNICIAN I	2	2,805	16.18	N	9420
BMTE-2	BUILDING MAINTENANCE TECHNICIAN II	2	3,067	17.69	N	9420
CDRT-1	CADAstral DRAFTING TECHNICIAN I	3	2,975	17.16	N	8810.1
CDRT-2	CADAstral DRAFTING TECHNICIAN II	3	3,350	19.33	N	8810.1

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 4 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
CMGR-1	CASE MANAGER I	3	2,805	16.18	N	8810.1
CMGR-2	CASE MANAGER II	3	3,157	18.21	N	8810.1
CMGR-3	CASE MANAGER III	3	3,350	19.33	N	8810.1
CCMG	CCS CASE MANAGER	3	3,157	18.21	N	8810.1
CBOF	CHIEF BUILDING OFFICIAL	8	7,217	41.64	E	9410
CDAI	CHIEF DA INVESTIGATOR	7	5,268	30.39	N	7720
CDA	CHIEF DEPUTY ASSESSOR - ADMINISTRATION	8	4,917	28.37	E	9410
CDCC	CHIEF DEPUTY COUNTY COUNSEL	8	9,991	57.64	E	9410
CDDA	CHIEF DEPUTY DISTRICT ATTORNEY	8	9,418	54.33	E	9410
CDTT	CHIEF DEPUTY TREASURER & TAX COLLECTOR	8	4,917	28.37	E	9410
CHIO	CHIEF INFORMATION OFFICER	8	9,701	55.97	E	9410
CPRO	CHIEF PROBATION OFFICER	8	8,707	50.23	E	9410.PB
CSTE	CHILD SUPPORT TECHNICIAN	3	2,492	14.38	N	8810.1
CLBS	CLERK OF THE BOARD OF SUPERVISORS	8	5,697	32.87	E	8810.1
CKRM	CLERK-RECORDER MANAGER	8	5,066	29.23	E	9410
CSWR-1	CLINICAL SOCIAL WORKER I	4	5,066	29.23	N	9410
CSWR-2	CLINICAL SOCIAL WORKER II	4	5,534	31.93	N	9410
CEMR	CODE ENFORCEMENT MANAGER	8	7,217	41.64	E	9410
CEOF	CODE ENFORCEMENT OFFICER	3	3,999	23.07	N	9410
CEOF-1	CODE ENFORCEMENT OFFICER I	3	3,768	21.74	N	9410
CEOF-2	CODE ENFORCEMENT OFFICER II	3	4,118	23.76	N	9410
COAS	COMMISSARY ASSISTANT	1	2,420	13.96	N	9410
CMCO	COMMISSARY COORDINATOR	1	3,157	18.21	N	9410
CLAC	COMMUNICATIONS & LEGISLATIVE AFFAIRS COORDINATOR	8	6,044	34.87	E	8810.1
CDIS-1	COMMUNICATIONS DISPATCHER I	6	3,333	19.23	N	8810.1
CDIS-2	COMMUNICATIONS DISPATCHER II	6	3,766	21.73	N	8810.1
CDSA	COMMUNITY DEV & SERV AGENCY DIRECTOR	8	10,594	61.12	E	9410
CSOR	COMMUNITY SERVICES OFFICER	6	3,435	19.82	N	9410
CAPA	CONTRACT & PURCHASING ADMINISTRATOR	4	4,637	26.75	N	9410

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 5 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
CROR	CONTROL ROOM OPERATOR	1	2,492	14.38	N	8810.1
COOK	COOK	2	2,643	15.25	N	9420
CFLV	CORRECTIONAL FACILITY LVN	3	3,768	21.74	N	9410
CFMA	CORRECTIONAL FACILITY MEDICAL ASSISTANT	3	2,644	15.25	N	9410
CFRN	CORRECTIONAL FACILITY RN	4	5,066	29.23	N	9410
CORL	CORRECTIONAL LIEUTENANT	7	6,274	36.20	N	7720
CMTE-1	CORRECTIONAL MAINTENANCE TECHNICIAN I	2	2,805	16.18	N	9420
CMTE-2	CORRECTIONAL MAINTENANCE TECHNICIAN II	2	3,067	17.69	N	9420
CORO	CORRECTIONAL OFFICER	6	3,549	20.48	N	7720
CORS	CORRECTIONAL SERGEANT	7	4,733	27.31	N	7720
COFO	CORRECTIONS FOOD SERVICES SUPERVISOR	5	3,768	21.74	N	9420
CORA	CORRECTIONS RECREATION AIDE	1	2,975	17.16	N	9410
COAD	COUNTY ADMINISTRATOR	8	12,903	74.44	E	9410
COCO	COUNTY COUNSEL	8	11,924	68.79	E	9410
COSU	COUNTY SURVEYOR	8	6,608	38.12	E	9410
CRAN	CRIME ANALYST	6	4,498	25.95	N	8810.1
CUSU	CUSTODIAL SUPERVISOR	5	2,722	15.70	N	9420
CRSR	CUSTOMER RELATIONS SUPERVISOR	5	4,118	23.76	N	9410
DCBS	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	11	3,449	19.90	N	8810.1
DCAD	DEPUTY COUNTY ADMINISTRATOR	8	7,438	42.91	E	9410
DCES	DEPUTY COUNTY ADMINISTRATOR - EMERGENCY	8	7,438	42.91	E	9410
DCCL-1	DEPUTY COUNTY COUNSEL I	8	5,370	30.98	E	8810.1
DCCL-2	DEPUTY COUNTY COUNSEL II	8	6,226	35.92	E	8810.1
DCCL-3	DEPUTY COUNTY COUNSEL III	8	7,433	42.88	E	8810.1
DDCC	DEPUTY DIRECTOR CHILD SUPPORT SERVICES	8	6,224	35.91	E	9410
DDHS	DEPUTY DIRECTOR OF HHS	8	8,125	46.88	E	9410
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	5,217	30.10	E	8810.1
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	6,048	34.89	E	8810.1
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	7,221	41.66	E	8810.1

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 6 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
DPOF-1	DEPUTY PROBATION OFFICER I	16	3,663	21.13	N	9410.PB
DPOF-2	DEPUTY PROBATION OFFICER II	16	4,003	23.09	N	9410.PB
DPOF-3	DEPUTY PROBATION OFFICER III	16	4,373	25.23	N	9410.PB
DPGN-1	DEPUTY PUBLIC GUARDIAN I	4	3,767	21.73	N	9410
DPGN-2	DEPUTY PUBLIC GUARDIAN II	4	4,116	23.75	N	9410
DESH	DEPUTY SHERIFF	6	4,312	24.88	N	7720
DEST	DEPUTY SHERIFF TRAINEE	6	4,068	23.47	N	7720
DSUP	DEPUTY SUPERINTENDENT	8	5,590	32.25	E	9410.PB
DESC	DETENTION SERVICES CLERK	1	2,642	15.24	N	8810.1
DRAS	DIRECTOR OF ADMINISTRATIVE SERVICES	8	8,873	51.19	E	9410
DRCS	DIRECTOR OF CHILD SUPPORT SERVICES	8	9,140	52.73	E	9410
DREH	DIRECTOR OF ENVIRONMENTAL HEALTH	8	6,803	39.25	E	9410
DRFA	DIRECTOR OF FINANCE & ADMINISTRATION	8	7,007	40.43	E	8810.1
DRHH	DIRECTOR OF HEALTH & HUMAN SVCS	8	10,912	62.95	E	9410
DRNU	DIRECTOR OF NURSES	8	7,660	44.19	E	9410
DRPL	DIRECTOR OF PLANNING	8	8,878	51.22	E	9410
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	4,773	27.54	N	9410.DA
ELCL-1	ELECTIONS CLERK I	1	2,805	16.18	N	9410
ELCL-2	ELECTIONS CLERK II	1	3,067	17.69	N	9410
ELSU	ELIGIBILITY SUPERVISOR	5	3,767	21.73	N	8810.1
ELTE-1	ELIGIBILITY TECHNICIAN I	3	2,804	16.18	N	8810.1
ELTE-2	ELIGIBILITY TECHNICIAN II	3	3,155	18.20	N	8810.1
EMOM	EMERGENCY OPERATIONS MANAGER	8	6,413	37.00	E	9410
EMOP	EMERGENCY OPERATIONS PLANNER	8	4,918	28.37	E	9410
EMSO	EMERGENCY SERVICES OFFICER	8	5,532	31.92	E	9410
ETSP-1	EMPLOYMENT & TRAINING SPECIALIST I	4	3,157	18.21	N	9410
ETSP-2	EMPLOYMENT & TRAINING SPECIALIST II	4	3,451	19.91	N	9410
ENTE-1	ENGINEERING TECHNICIAN I	3	3,659	21.11	N	9410
ENTE-2	ENGINEERING TECHNICIAN II	3	4,118	23.76	N	9410

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 7 of 14

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CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
EHSP-1	ENVIRONMENTAL HEALTH SPECIALIST I	4	3,883	22.40	N	9410
EHSP-2	ENVIRONMENTAL HEALTH SPECIALIST II	4	4,366	25.19	N	9410
EHSP-3	ENVIRONMENTAL HEALTH SPECIALIST III	4	4,637	26.75	N	9410
EHSU	ENVIRONMENTAL HEALTH SUPERVISOR	5	5,066	29.23	N	9410
EHTE	ENVIRONMENTAL HEALTH TECHNICIAN	3	3,451	19.91	N	9410
EPID	EPIDEMIOLOGIST	5	5,217	30.10	N	9410
EQSS	EQUIPMENT SERVICE SPECIALIST	2	2,804	16.18	N	9420
EVTC	EVIDENCE TECHNICIAN	6	3,243	18.71	N	9410
EXAS	EXECUTIVE ASSISTANT	4	3,449	19.90	N	8810.1
EXSH	EXECUTIVE ASSISTANT TO THE SHERIFF	4	3,449	19.90	N	8810.1
EACA	EXECUTIVE ASST TO COUNTY ADMINISTRATOR	11	3,767	21.73	N	8810.1
EDTR	EXECUTIVE DIRECTOR, THREE RIVERS LEVEE	8	10,527	60.73	E	9410
FMGR	FACILITIES MANAGER	8	5,066	29.23	E	9410
FNPR	FAMILY NURSE PRACTITIONER	4	7,660	44.19	N	9410
FASU	FINANCE & ADMINISTRATIVE SUPERVISOR	5	4,773	27.54	N	8810.1
FFED	FIRST 5 YUBA COMMISSION EXECUTIVE DIRECTOR	8	6,044	34.87	E	9410
FIAN	FISCAL ANALYST	4	4,242	24.47	N	8810.1
HMSP-1	HAZARDOUS MATERIALS SPECIALIST I	4	3,883	22.40	N	9410
HMSP-2	HAZARDOUS MATERIALS SPECIALIST II	4	4,366	25.19	N	9410
HMSP-3	HAZARDOUS MATERIALS SPECIALIST III	4	4,637	26.75	N	9410
HMSU	HAZARDOUS MATERIALS SUPERVISOR	5	5,066	29.23	N	9410
HHAD	HEALTH & HUMAN SERVICES AIDE	1	2,088	12.05	N	9410
HSPM	HEALTH & HUMAN SVCS PROGRAM MGR	8	6,413	37.00	E	9410
HEAR	HEALTH ADMINISTRATOR	8	8,125	46.88	E	9410
HAID	HEALTH AIDE	1	2,280	13.15	N	9410
HESP-1	HEALTH EDUCATION SPECIALIST I	4	3,350	19.33	N	9410
HESP-2	HEALTH EDUCATION SPECIALIST II	4	3,659	21.11	N	9410
HEOR	HEALTH OFFICER	8	14,307	82.54	E	9410
HPCR	HEALTH PROGRAM COORDINATOR	5	4,368	25.20	N	9410

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YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 8 of 14

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CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
HEQM	HEAVY EQUIPMENT MECHANIC	2	3,553	20.50	N	9422
HRAN-1	HUMAN RESOURCES ANALYST I	11	4,239	24.46	N	8810.1
HRAN-2	HUMAN RESOURCES ANALYST II	11	4,774	27.54	N	8810.1
HRDD	HUMAN RESOURCES DEPUTY DIRECTOR	8	6,605	38.11	E	9410
HRDR	HUMAN RESOURCES DIRECTOR	8	8,615	49.70	E	9410
HRMG	HUMAN RESOURCES MANAGER	8	6,226	35.92	E	9410
HRTE	HUMAN RESOURCES TECHNICIAN	11	3,658	21.10	N	8810.1
HRTA-1	HUMAN RESOURCES TRAINING ANALYST I	11	4,239	24.46	N	9410
HRTA-2	HUMAN RESOURCES TRAINING ANALYST II	11	4,774	27.54	N	9410
ITAN-1	INFORMATION TECHNOLOGY ANALYST I	4	4,774	27.54	N	8810.1
ITAN-2	INFORMATION TECHNOLOGY ANALYST II	4	5,217	30.10	N	8810.1
ITMG	INFORMATION TECHNOLOGY MANAGER	8	7,218	41.64	E	8810.1
ITSU	INFORMATION TECHNOLOGY SUPERVISOR	5	6,229	35.94	N	8810.1
ITST-1	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN I	3	3,883	22.40	N	8810.1
ITST-2	INFORMATION TECHNOLOGY SUPPORT TECHNICIAN II	3	4,242	24.47	N	8810.1
ITSA	INFORMATION TECHNOLOGY SYSTEMS ARCHITECT	8	6,416	37.02	E	8810.1
INCO-1	INTERVENTION COUNSELOR I	3	3,157	18.21	N	9410
INCO-2	INTERVENTION COUNSELOR II	3	3,553	20.50	N	9410
JCOF-1	JUVENILE CORRECTIONS OFFICER I	16	2,754	15.89	N	9410.PB
JCOF-1A	JUVENILE CORRECTIONS OFFICER I	16		15.89	N	9410.PB
JCOF-2	JUVENILE CORRECTIONS OFFICER II	16	3,191	18.41	N	9410.PB
JCOF-2A	JUVENILE CORRECTIONS OFFICER II	16		18.41	N	9410.PB
KISU	KITCHEN SUPERVISOR	5	2,890	16.67	N	9420
LEBU	LEAD BUILDING MAINTENANCE CUSTODIAN	2	2,491	14.37	N	9420
LOAS-1	LEGAL OFFICE ASSISTANT I	1	2,420	13.96	N	8810.1
LOAS-2	LEGAL OFFICE ASSISTANT II	1	2,722	15.70	N	8810.1
LGSC	LEGAL SECRETARY	11	3,067	17.69	N	8810.1
LSCO	LEGAL SERVICES COORDINATOR	11	3,880	22.38	N	8810.1
LGSS	LEGAL SERVICES SUPERVISOR	5	3,659	21.11	N	8810.1

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YUBA COUNTY
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EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 9 of 14

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CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
LIBR	LIBRARIAN	4	3,659	21.11	N	8810.4
LITE-1	LIBRARY TECHNICIAN I	1	2,215	12.78	N	8810.4
MAAN-1	MANAGEMENT ANALYST I	8	4,501	25.97	E	9410
MAAN-2	MANAGEMENT ANALYST II	8	5,215	30.09	E	9410
OAST-1	OFFICE ASSISTANT I	1	2,150	12.40	N	8810.1
OASC-1	OFFICE ASSISTANT I	11	2,150	12.40	N	8810.1
OASC-2	OFFICE ASSISTANT II	11	2,350	13.56	N	8810.1
OAST-2	OFFICE ASSISTANT II	1	2,350	13.56	N	8810.1
OFSP	OFFICE SPECIALIST	1	2,642	15.24	N	8810.1
OFSP-C	OFFICE SPECIALIST	11	2,642	15.24	N	8810.1
PARA	PARALEGAL	11	3,451	19.91	N	8810.1
PATC	PAYROLL TECHNICIAN	3	3,553	20.50	N	8810.1
PETE	PERMIT TECHNICIAN	1	2,974	17.16	N	8810.1
PHTH	PHYSICAL THERAPIST	4	6,042	34.86	N	9410
PHAS	PHYSICIAN ASSISTANT	4	7,660	44.19	N	9410
PLCR-1	PLAN CHECKER I	4	4,368	25.20	N	9410
PLCR-2	PLAN CHECKER II	4	4,773	27.54	N	9410
PLAN-1	PLANNER I	4	4,118	23.76	N	9410
PLAN-2	PLANNER II	4	5,066	29.23	N	9410
PLAN-3	PLANNER III	4	5,534	31.93	N	9410
PLTE	PLANNING TECHNICIAN	3	3,659	21.11	N	
PREN	PRINCIPAL ENGINEER	8	7,221	41.66	E	9410
PRAN	PRINCIPAL MANAGEMENT ANALYST	8	6,807	39.27	E	9410
PPLA	PRINCIPAL PLANNER	8	6,605	38.11	E	9410
PBAI	PROBATION AIDE	1	2,975	17.16	N	9410
PBAN	PROBATION ANALYST	4	4,773	27.54	N	8810.1
PPMG	PROBATION PROGRAM MANAGER	8	5,590	32.25	E	9410.PB
PROA	PROGRAM AIDE	1	2,975	17.16	N	9410
PRAT	PROGRAM ASSISTANT	1	2,642	15.24	N	8810.1

Please Note:

Bilingual Pay: Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

Confidential Pay: Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 10 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	OT HRLY	OT CODE	WC CODE
PRSP	PROGRAM SPECIALIST	5	3,879	22.38	N	8810.1
PJMG	PROJECT MANAGER	8	5,700	32.88	E	8810.1
PGCR	PUBLIC GUARDIAN-CONSERVATOR	8	5,374	31.00	E	9410
PHNR-1	PUBLIC HEALTH NURSE I	4	5,534	31.93	N	9410
PHNR-2	PUBLIC HEALTH NURSE II	4	5,870	33.87	N	9410
PHNR-3	PUBLIC HEALTH NURSE III	4	6,229	35.94	N	9410
PHNI	PUBLIC HEALTH NURSE INTERN	4	5,217	30.10	N	9410
PWDR	PUBLIC WORKS DIRECTOR	8	9,986	57.61	E	9410
PWMR-1	PUBLIC WORKS MAINTENANCE WORKER I	2	2,567	14.81	N	9422
PWMR-2	PUBLIC WORKS MAINTENANCE WORKER II	2	2,975	17.16	N	9422
PRMA	PUBLIC WORKS PROJECT MANAGER	8	6,416	37.02	E	9410
PWSU	PUBLIC WORKS SUPERINTENDENT	8	5,371	30.99	E	9422
RPAR-1	REAL PROPERTY APPRAISER I	4	3,553	20.50	N	9410
RPAR-2	REAL PROPERTY APPRAISER II	4	3,879	22.38	N	9410
RPAR-3	REAL PROPERTY APPRAISER III	4	4,242	24.47	N	9410
RECL-1	RECORDER CLERK I	1	2,805	16.18	N	9410
RECL-2	RECORDER CLERK II	1	3,067	17.69	N	9410
RENU	REGISTERED NURSE	4	5,066	29.23	N	9410
RVMR	REGISTRAR OF VOTERS MANAGER	8	5,870	33.87	E	9410
SAAD	SENIOR ACCOUNTANT-AUDITOR	4	4,368	25.20	N	8810.1
SEAT	SENIOR ACCOUNTING TECHNICIAN	3	3,350	19.33	N	8810.1
SACE	SENIOR ASSOCIATE CIVIL ENGINEER	4	6,944	40.06	N	9410
SBMT	SENIOR BUILDING MAINTENANCE TECHNICIAN	2	3,449	19.90	N	9420
SDPO	SENIOR DEPUTY PROBATION OFFICER	16	4,778	27.57	N	9410.PB
SRET	SENIOR ELIGIBILITY TECHNICIAN	3	3,449	19.90	N	8810.1
SITA	SENIOR INFORMATION TECHNOLOGY ANALYST	4	5,870	33.87	N	8810.1
SITT	SENIOR INFORMATION TECHNOLOGY SUPPORT	3	4,637	26.75	N	8810.1
SLTE	SENIOR LIBRARY TECHNICIAN	3	2,805	16.18	N	8810.4
SEPT	SENIOR PERMIT TECHNICIAN	1	3,250	18.75	N	8810.1

Please Note:

Bilingual Pay: Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

Confidential Pay: Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 11 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
SPMW	SENIOR PUBLIC WORKS MAINTENANCE WORKER	2	3,252	18.76	N	9422
SSAC	SENIOR SUBSTANCE ABUSE COUNSELOR	3	3,879	22.38	N	8810.1
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,449	19.90	N	9410
SHCA	SHERIFF'S CAPTAIN	8	7,266	41.92	E	7720
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,551	20.49	N	9410
SCRS	SHERIFF'S COMMUN & RECORDS SUPERV	5	4,242	24.47	N	8810.1
SHFA	SHERIFF'S FINANCIAL MANAGER	8	6,224	35.91	E	8810.1
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,463	37.29	E	7720
SHRE	SHERIFF'S RECORDS CLERK	1	2,642	15.24	N	8810.1
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	5,157	29.75	N	7720
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,312	30.65	N	7720
SWKR-1	SOCIAL WORKER I	4	3,449	19.90	N	9410
SWKA-1	SOCIAL WORKER I (AS)	4	3,449	19.90	N	9410
SWKC-1	SOCIAL WORKER I (CWS)	4	3,883	22.40	N	9410
SWKE-1	SOCIAL WORKER I (EMPLOY)	4	3,449	19.90	N	9410
SWKR-2	SOCIAL WORKER II	4	3,767	21.73	N	9410
SWKA-2	SOCIAL WORKER II (AS)	4	3,767	21.73	N	9410
SWKC-2	SOCIAL WORKER II (CWS)	4	4,242	24.47	N	9410
SWKE-2	SOCIAL WORKER II (EMPLOY)	4	3,767	21.73	N	9410
SWKR-3	SOCIAL WORKER III	4	4,116	23.75	N	9410
SWKA-3	SOCIAL WORKER III (AS)	4	4,116	23.75	N	9410
SWKC-3	SOCIAL WORKER III (CWS)	4	4,637	26.75	N	9410
SWKR-4	SOCIAL WORKER IV	4	4,501	25.97	N	9410
SWKA-4	SOCIAL WORKER IV (AS)	4	4,501	25.97	N	9410
SWKC-4	SOCIAL WORKER IV (CWS)	4	5,066	29.23	N	9410
SWSA	SOCIAL WORKER SUPERVISOR (AS)	5	4,773	27.54	N	9410
SWSC	SOCIAL WORKER SUPERVISOR (CWS)	5	5,534	31.93	N	9410
SWSE	SOCIAL WORKER SUPERVISOR (EMPLOY)	5	4,501	25.97	N	9410
SACR-1	SUBSTANCE ABUSE COUNSELOR I	3	3,157	18.21	N	8810.1

Please Note:

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Confidential Pay: Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2016

(369-0816) Adopt... - 12 of 14

Refer to appropriate Longevity/Merit Step Index Table for calculations of monthly starting salary for employees with at least 1 year county service or more.

CODE	CLASSIFICATION	BARG UNIT	MONTHLY BASE	HRLY	OT CODE	WC CODE
SACR-2	SUBSTANCE ABUSE COUNSELOR II	3	3,553	20.50	N	8810.1
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	6,353	36.65	E	9410.PB
SACO	SUPERVISING ANIMAL CARE SERVICES OFFICER	5	3,451	19.91	N	7721
SUBO	SUPERVISING BUILDING OFFICIAL	5	5,217	30.10	N	9410
SCMG	SUPERVISING CASE MANAGER	5	3,553	20.50	N	8810.1
SVRN	SUPERVISING CORRECTIONAL FACILITY RN	5	5,374	31.00	N	9410
SUPO	SUPERVISING DEPUTY PROBATION OFFICER	17	5,222	30.13	N	9410.PB
SJCO-A	SUPERVISING JUVENILE CORRECTIONS OFFICER	17		21.34	N	9410.PB
SJCO	SUPERVISING JUVENILE CORRECTIONS OFFICER	17	3,699	21.34	N	9410.PB
SLOA	SUPERVISING LEGAL OFFICE ASSISTANT	5	3,451	19.91	N	8810.1
SUME	SUPERVISING MECHANIC	5	3,999	23.07	N	9422
SUOA	SUPERVISING OFFICE ASSISTANT	5	2,889	16.67	N	8810.1
SPHN	SUPERVISING PUBLIC HEALTH NURSE	5	6,807	39.27	N	8810.1
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,217	30.10	N	7720
SMCK-1	SUPPLY/MAIL CLERK I	1	2,027	11.69	N	8810.1
SMCK-2	SUPPLY/MAIL CLERK II	1	2,216	12.78	N	8810.1
SSSU	SUPPORT SERVICES SUPERVISOR	5	3,350	19.33	N	8810.1
SYSA	SYSTEMS SUPPORT ANALYST	3	3,252	18.76	N	8810.1
TRCC	TRAINING COORDINATOR - CSS	5	4,118	23.76	N	8810.1
TRAN-1	TRANSFER ANALYST I	3	2,974	17.16	N	9410
TRAN-2	TRANSFER ANALYST II	3	3,252	18.76	N	9410
UNSH	UNDERSHERIFF	8	9,301	53.66	E	7720
VESO	VETERANS' SERVICES OFFICER	8	4,913	28.34	E	9410
VESR	VETERANS' SERVICES REPRESENTATIVE	3	3,067	17.69	N	9410
VWPM	VICTIM WITNESS PROGRAM MANAGER	8	6,224	35.91	E	9410
VWAD-1	VICTIM/WITNESS ADVOCATE I	3	2,644	15.25	N	9410
VWAD-2	VICTIM/WITNESS ADVOCATE II	3	3,062	17.67	N	9410
WFIN	WELFARE FRAUD INVESTIGATOR	6	4,773	27.54	N	7720

Please Note:

Bilingual Pay: Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.

Confidential Pay: Classifications in Unit 11 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY

(369-0816) Adopt... - 13 of 14

1ST:	Determine the # of Years of Service Completed.
2ND:	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".
3RD:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.

TO DETERMINE AN EMPLOYEE'S HOURLY RATE:

1ST:	Determine Monthly Salary Above.
2ND:	Take Monthly Salary Multiply by 12 and divide resultant by 2,080. Use Standard Rounding (as defined below) to the nearest whole penny.

Standard

Rounding:

Round down if less than 5, round up if equal to or greater than 5.

EMPLOYEES HIRED BEFORE 7/1/13

MERIT/LONGEVITY STEP INDEX

# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
L 6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650	L = Longevity Steps	

EMPLOYEES HIRED ON OR AFTER 7/1/13

MERIT/LONGEVITY STEP INDEX

Step	Number of Years of Service	Index Rate
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

Resolution #2016-67 BOS Approved 7/26/16

YUBA COUNTY ELECTED OFFICIALS
Classification System - Basic Salary Schedule
EFFECTIVE DATE: July 2016

CODE	CLASSIFICATION	BARG UNIT	BASE	OT CODE	WC CODE
ASSR	ASSESSOR	10	8,508	E	9410
AUCO	AUDITOR-CONTROLLER	10	8,508	E	9410
COCR	COUNTY CLERK-RECORDER	10	8,508	E	9410
DATY	DISTRICT ATTORNEY	10	11,491	E	9410
SHCO	SHERIFF-CORONER	10	10,676	E	7720
SUPV	SUPERVISOR*	10	4,247	E	9410
TRTA	TREASURER-TAX COLLECTOR	10	8,508	E	9410

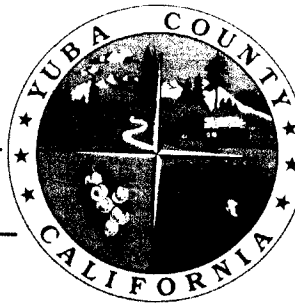
ELECTED LONGEVITY STEP INDEX (BU 10)			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.2160	16	1.3800
at least 1	1.2160	17	1.3950
" 2	1.2160	18	1.4100
" 3	1.2160	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		
TO DETERMINE AN ELECTED'S MONTHLY SALARY:			
1ST:	Determine the # of Years of Service Completed.		
2ND:	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".		
3RD:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.		

Elected Officials (Barg. Unit 10) with a position code identified by * are not subject to Longevity/Step Index.

The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR



370-0816
(370-0816) Adopt... - 1 of 4

915 8 STREET, STE 113
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director *Karen Jansley for Jill Abel*
Terry Hansen, Clerk Recorder *Terry A. Hansen*
DATE: August 16, 2016
SUBJECT: Amend the County's Basic Salary Schedule & Department Allocation Schedule

RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Clerk Recorder's Office.

DISCUSSION

The Clerk Recorder's Office is in flux due to a recent retirement announcement that will affect an integral function of the Office. For that reason, the organizational structure and operational needs had to be re-assessed and evaluated with consideration to the Office's strategic succession plan.

It has been a long term goal of the Office to provide a career path for its employees to naturally progress through the varying levels of assignments and responsibilities with ease. The concept of creating a career path started in 2007, when the Deputy Clerk Recorder positions were converted to flexibly staffed positions: Recorder Clerk I/II and Elections Clerk I/II. Additionally, two management positions were established to oversee the two divisions.

To further the Office's succession plan and its objective to establish an effective career path, it is recommended that the Board establish the new classifications of Senior Recorder Clerk and Senior Elections Clerk. This change will add depth of coverage for this small Office by providing lead direction and technical assistance to assigned divisional staff, training staff in new and reviewed work procedures, project management and performing full range of divisional Clerk duties.

COMMITTEE

The Finance and Administration Committee approved the item for Consent on August 9, 2016.

FISCAL IMPACT

The fiscal impact for the 2016/2017 fiscal year is estimated to be \$11,000. The actual fiscal impact is unknown since the salaries will be dependent on the selected internal candidates.

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

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective September 1, 2016 as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Clerk Recorder	Senior Recorder Clerk	1
Clerk Recorder	Senior Elections Clerk	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

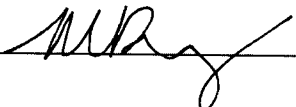
AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

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

RESOLUTION AMENDING THE)
CLASSIFICATION SYSTEM -)
BASIC SALARY SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective September 1, 2016.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
SRCK	Senior Recorder Clerk	3	\$3,449	19.90	N	9410
SECK	Senior Elections Clerk	3	\$3,449	19.90	N	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2016 by the following votes:

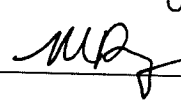
AYES:
NOES:
ABSENT:

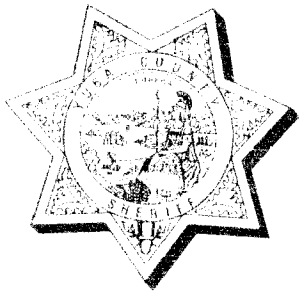
CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____



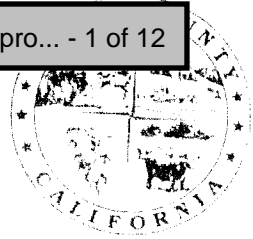
Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901

Ph: 530-749-7777 • Fax: 530-741-6445

371-0816 (371-0816) Appro... - 1 of 12



AUGUST 23, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER SD/dw

RE: MOU WITH SUTTER-YUBA BEHAVIORAL HEALTH FOR A FORENSIC MENTAL HEALTH SPECIALIST

RECOMMENDATION:

Approve the Memorandum of Understanding with Sutter-Yuba Behavioral Health for the provision of a Forensic Mental Health Specialist to provide services to jail inmates.

BACKGROUND:

The National Commission on Correctional Health Care clearly stipulates that mental health care in the correctional setting ought to be comparable to what is provided within the community. The Yuba County Jail has developed a system of care to provide services that resemble what is provided in the community, which includes a Forensic Mental Health Specialist to provide mental health services in the Jail and can thereby mitigate the likelihood of future litigation through the provision of ongoing mental health treatment.

DISCUSSION:

This is the continuation of an agreement that has proven beneficial to both agencies, as the Forensic Mental Health Specialist not only provides mental health screenings and psychosocial assessments, but also develops treatment plans and provides therapy as clinically indicated with the intent of coordinating care beyond the walls of the jail and into the community upon release. This Memorandum of Understanding is for a term of three (3) years, commencing on July 1, 2016 and terminating on June 30, 2019.

FISCAL IMPACT:

No fiscal impact to the General Fund. The program is included in the Fiscal Year 2016-2017 proposed Jail Budget, and is funded as part of the County's AB 109 Plan.

COMMITTEE:

Due to the routine nature of this request, this item was placed directly on the Board of Supervisor's agenda.

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**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY SHERIFF'S OFFICE
AND SUTTER-YUBA BEHAVIORAL HEALTH**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2016, by and between Yuba County Sheriff's Office (hereafter "YCSO") and Sutter-Yuba Behavioral Health Services (hereafter "BEHAVIORAL HEALTH") for the provision of mental health services for the Yuba County Jail (hereafter "Jail").

RECITALS

WHEREAS,

- a. YCSO is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. BEHAVIORAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCSO is responsible for administering the county jail pursuant to California Penal Code Section 4000 et seq;
- d. BEHAVIORAL HEALTH has the responsibility, the experience and the expertise to provide services to, individuals with mental health conditions.

THEREFORE, YCSO and BEHAVIORAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2016

Termination Date: June 30, 2019

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCSO time in which to complete a renewal agreement for BEHAVIORAL HEALTH and YCSO approval.

BEHAVIORAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by BEHAVIORAL HEALTH

pursuant to this MOU will be purchased by YCSO under a new agreement following expiration or termination of this MOU, and BEHAVIORAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from BEHAVIORAL HEALTH.

2. DESIGNATED REPRESENTATIVES

The Yuba County Sheriff is the representative of YCSO and will administer this Agreement for YCSO. Tony Hobson is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCSO DUTIES AND RESPONSIBILITIES.

YCSO STAFF shall:

- a. Identify those Jail clients to be referred for a mental health assessment and initiate referrals to the Forensic Mental Health Specialist.
- b. Work in coordination with the Forensic Mental Health Specialist to identify ICE clients to be referred for a psychiatric evaluation.
- c. Provide safe and secure location for the Forensic Mental Health Specialist to conduct private assessments and information processing.
- d. Ensure that the Forensic Mental Health Specialist is provided with all essential information and documentation to complete a detailed assessment.
- e. Ensure the Forensic Mental Health Specialist has access to necessary components of our jail management and medical information systems.

4. BEHAVIORAL HEALTH SERVICES AND DUTIES.

BEHAVIORAL HEALTH shall provide the following services in the Yuba County Jail:

- a. Receive referrals from Jail staff.
- b. Complete appropriate assessment screenings within **(14) calendar days of referral.**
- c. Complete psychosocial evaluations and treatment plans as indicated.
- d. Refer for psychiatric evaluation as indicated.

- e. Complete lethality assessments as needed.
- f. Assist in transition care planning prior to release from custody

5. FISCAL PROVISIONS

- a. BEHAVIORAL HEALTH shall submit a detailed invoice for payment in a format consistent with that as shown in Attachment B – Invoice Format, no later than the twentieth (20th) day of the month following the provision of services. Each invoice submitted shall be for the salary and benefits of the Forensic Mental Health Specialist(s) providing services to the Jail program for the invoiced period.
 - 1) BEHAVIORAL HEALTH shall submit a quarterly detailed report of the actual services provided in the previous quarter in November, February, May and August of each year.
 - 2) BEHAVIORAL HEALTH will submit an estimated invoice for June services no later than June 10, 2017, 2018 and 2019. A final invoice, including back-up documentation for services actually provided in June 2017, 2018 and 2019, shall be submitted no later than July 20, of the year the services were provided.
- b. Upon receipt of proper claims and reporting, YCSO agrees to reimburse BEHAVIORAL HEALTH for the actual costs of the salaries and benefits paid by BEHAVIORAL HEALTH for the Forensic Mental Health Specialist that provided services pursuant to this MOU up to the maximum amount specified by the fee schedule below. It is understood by both parties that the actual costs of salaries and benefits of the Forensic Mental Health Specialist to be reimbursed by YCSO to BEHAVIORAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCSO reimburse BEHAVIORAL HEALTH the cost of salary and/or benefits for a Forensic Mental Health Specialist on non-paid leave.
- c. YCSO further agrees to reimburse BEHAVIORAL HEALTH for administrative costs up to the maximum amount of \$110,000 based upon five (5) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by BEHAVIORAL HEALTH and paid for by YCSO exceed five (5) percent of the actual salaries and benefits claimed for the invoice period.
- d. The maximum reimbursement from YCSO to BEHAVIORAL HEALTH in accordance with this schedule shall be \$110,000 (One Hundred Ten Thousand Dollars) per year. In no event will YCSO reimburse BEHAVIORAL

HEALTH more than the actual costs of salary and benefits paid plus up to 5 percent administrative fees.

- e. YCSO agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software to BEHAVIORAL HEALTH staff stationed at YCSO Jail for the purpose of provision of services under this Agreement.
- f. Services performed by BEHAVIORAL HEALTH and not authorized in this MOU shall not be paid for by YCSO. Payment for additional services shall be made to BEHAVIORAL HEALTH by YCSO if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- g. This MOU is valid and enforceable only if sufficient funds are made available to YCSO and to BEHAVIORAL HEALTH from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process, which affect the provision or terms of this MOU in any manner.

6. MUTUAL INDEMNITY AGAINST THIRD PARTY CLAIMS

- a. BEHAVIORAL HEALTH and YCSO shall each indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from any third party lawsuit, claim, or other legal action that alleges liability, costs, losses, damages, or expenses (including reasonable attorneys' fees and costs), that arise out of or result from the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- b. BEHAVIORAL HEALTH and YCSO, as Indemnitees, shall:
 - (1) promptly provide the Indemnitor with notice of any third party claim or potential claim against the Indemnitee;
 - (2) make no admissions to any third party regarding any such claim, or settle such claim except as approved by the Indemnitor in writing.
 Any failure by the Indemnitee to perform in accordance with this Subsection shall not affect Indemnitor's obligations under this Section.

7. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days'

advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this MOU is a material breach of contract and is grounds for termination of the MOU.

8. GENERAL PROVISIONS

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- b. This MOU may be terminated by either party upon thirty (30) days written notice.
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of Ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited Ten (10) year period.
- d. BEHAVIORAL HEALTH 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.
- e. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- f. BEHAVIORAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications.
- g. BEHAVIORAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- h. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

9. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

If to YCSO:

Steven L. Durfor, Sheriff-Coroner
Yuba County Sheriff's Office
215 5th Street, Suite 150
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th St., Suite 111
Marysville, CA 95901

If to Behavioral Health:

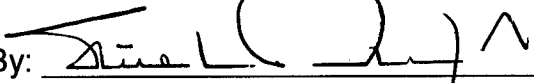
Tony Hobson, Ph.D.
Assistant Director for Behavioral
Health
Sutter-Yuba Behavioral Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Suite C
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY SHERIFF'S OFFICE

By: 
Steven L. Durfor, Sheriff-Coroner

Date: 02/15/16

YUBA COUNTY BOARD OF SUPERVISORS


Chair

Date: _____

APPROVED AS TO FORM:


ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

INSURANCE PROVISIONS APPROVED


Jill Abel,
Risk Manager

ATTEST: DONNA STOTTEMEYER

YUBA COUNTY CLERK OF THE BOARD

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____
Tony Hobson, Ph.D. Assistant Director
Human Services – Behavioral Health

Date: _____

SUTTER COUNTY BOARD OF SUPERVISORS

By: _____
Chair

Date: _____

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: _____

By: _____

ATTACHMENT A
YUBA SUTTER MENTAL HEALTH MONTHLY STATISTICAL REPORT
for
MENTAL HEALTH SERVICES

REPORT MONTH: _____
 (Month / Year)

1 Total unduplicated number of referrals received during Report Month	
2 Total number of assessments completed during the Report Month	
3 Total number recommended for treatment	
4 Total number receiving treatment	
5 Total number of counseling hours provided:	
6 Types and numbers of educational and skills workshops or support group meetings conducted:	

9 Caseload Activity Summary:	
A. Total number of active cases at beginning of Report Month (Contact of at least once a month)	
B. Total number of new cases added during the Report Month	
C. Total number of cases closed during the Report Month	
D. Total number of active cases at the end of the Report Month (A plus C minus C equals D)	

 Contact Person

 Title

 Date

**ATTACHMENT B
INVOICE FORMAT**

(371-0816) Appro... - 12 of 12

Yuba Sutter Behavioral Health		Contact: _____		
Address:		1965 Live Oak Blvd, Suite A P.O. Box 1520 Yuba City, CA 95992-1520		
		Phone #: 530-822-7200		
Report Period: _____ to _____				
Services To Jail Program:				
Personnel	# of Positions	Salary	Benefits	Total
Forensic Mental Health Specialist	1 FTE			
Administration (up to 5% of Sal. & Ben.) _____				
GRAND TOTAL				\$

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 contract, that payment has not been previously received for the amount invoiced herein.

Authorized Signature

Date

Mail Invoice to:

Yuba County Sheriff's Office
Attn: Fiscal Division
215 5th Street, Suite 150
Marysville, CA 95901



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: August 23, 2016
Re: Grant Easement for PG&E

Recommendation

The Board approves the attached Resolution authorizing the grant of an easement to PG&E on a small parcel at the Airport to accommodate the County's solar project, and also authorizes the Chair to execute the Grant of Easement document.

Discussion

The County is entering the construction stage of the project known as our "Phase 2 Solar Project." As part of the development of the infrastructure to support the project, we need to dedicate a small portion of the property (+/- 2400 square feet) to PG&E as a utility easement.

Background

The County is building the new solar array adjacent to the Animal Care facility, on the site of the old Animal Care. Power will connect to the building but will also need to connect to the PG&E power 'grid.' At that point of connection, and the gap between the grid connection and our system needs to be handled as an easement to protect PG&E's connection.

Committee Action

Due to the routine nature of this action, we have brought the item directly to your Board for consideration.

Fiscal Impact

There is no additional fiscal impact to the County for this action. Any project development or connection costs are already in the project budget.

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

RESOLUTION NO. _____

**APPROVE THE EASEMENT DEED TO)
GRANT AN EASEMENT TO PG&E FOR A)
SMALL PARCEL AT THE AIRPORT TO)
ACCOMMODATE THE COUNTY'S SOLAR)
PROJECT)**

WHEREAS, The County of Yuba has engaged Opterra Energy to construct a solar array situated at the Yuba County Airport; and

WHEREAS, the array has been sized to offset 50% of the energy used at all County buildings that do not yet have solar connected to them; and

WHEREAS, this new array will be connected to the County's Animal Care facility and then to the PG&E electrical grid system under PG&E's RES-BCT program; and

WHEREAS, PG&E has requested the County grant them a small easement at the point of connection to protect their access to that connection; and

WHEREAS, a Grant of Easement document has been created to provide this easement to PG&E.

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby approves the grant of this easement to PG&E and further authorizes the Board Chair to execute the Grant of Easement agreement.

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NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby approves the grant of this easement to PG&E and further authorizes the Board Chair to execute the Grant of Easement agreement.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

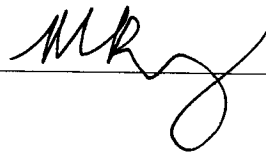
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



Distribution Easement (Rev. 11/15)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
 Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
 & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2115-04-0633**EASEMENT DEED**

PM 31226661

COUNTY OF YUBA, a political subdivision of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Yuba, State of California, described as follows:

(APN 013-410-105)

Lot 9 in Block 36 of Farm Land Colony No. 1 filed in Book 1 of Maps at page 23, Yuba County Records.

Said facilities and easement area are described as follows:

STRIP 1: Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip of land of the uniform width of 30 feet lying 15 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof; and

STRIP 2: Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Grantee agrees it will survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____.

COUNTY OF YUBA, a political subdivision
of the State of California

By _____


By _____

I hereby certify that a resolution was adopted
On the _____ day of _____, 20____ by the

Authorizing the foregoing grant of easement.

By _____

Title _____

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

Attach to LD 2115-04-0633
The Area and Division: Area 6 Sierra Division
Land Service Office: Auburn
Operating Department: Electric
USGS location: MDM, T.15N. R.4E., Section 31, NW1/4 of the SW1/4
FERC License Number(s): NA
PG&E Drawing Number(s): 31226661
PLAT NO.: P-23-18
LD of any affected documents: NA
LD of any Cross-referenced documents: NA
TYPE OF INTEREST: 03, 04, 06, 43
SBE Parcel Number: NA
(For Quitclaims, % being quitclaimed): NA
PM #: 31226661 Oper. No. 0070
JCN: NA
County: Yuba
Utility Notice Numbers: NA
851 Approval Application No. NA Decision NA
Prepared By: GPY1
Checked By: JEPf

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____ Notary Public,
Here insert name and title of the officer

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

EXHIBIT "A"

COUNTY OF YUBA,
a political corporation of the State of California
DEED DATED APRIL 28, 1961
BK. 324 O.R. PG. 223

APN 013-410-012

- EASEMENT AREA - STRIP 1
CENTER LINE OF 30' WIDE STRIP
APPROXIMATE LOCATION
ELECTRIC OVERHEAD
- - - EASEMENT AREA - STRIP 2
CENTER LINE OF 10' WIDE STRIP
APPROXIMATE LOCATION
ELECTRIC UNDERGROUND

FEATHER RIVER BLVD.

U.P.R.R.
S.B.E. 843-58-10-9
APN 013-410-011

STRIP 1
50' +/-

STRIP 2

26' +/-

COUNTY OF YUBA,
a political corporation of the State of California

APN 013-410-105

LOT 9
BLOCK 36
FARM LAND COLONY No. 1
BOOK 1 MAPS PAGE 23

LOT 12
BLOCK 31
FARM LAND COLONY No. 1
BOOK 1 MAPS PAGE 23

U.P.R.R.
S.B.E. 843-58-10-10
APN 013-410-028

UNLESS OTHERWISE SHOWN
ALL COURSES EXTEND TO OR ALONG
ALL BOUNDARIES OR LINES

Applicant:

YUBA COUNTY ANIMAL SHELTER - 5245 FEATHER RIVER BLVD., LINDA

SCALE
1" = 100'

DATE
7/28/16

SECTION NW1/4 SW1/4 31	TOWNSHIP 15N.	RANGE 4E.	MERIDIAN MDM	COUNTY OF: YUBA	CITY OF: NA
PLAT MAP REFERENCES	P-23-18 BK. 1 MAPS PG. 23			F.B.: NA	DR.BY: GPY1
				SIERRA DIVISION	31226661 AUTHORIZ
				PG&E	31226661 DRAWING NO.

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The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB ann*
RE: Yuba County Fish and Game Commission
DATE: August 23, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors receive information on the Yuba County Fish and Game Commission and provide direction as appropriate.

BACKGROUND

The Yuba County Fish and Game Commission was formed as an "Advisory" Commission in 1992 by a resolution of the Yuba County Board of Supervisors (see attached). In addition, a set of by-laws was subsequently adopted and has been amended from time to time.

Duties associated with the Commission volunteers since its inception have included, but not limited to, advising the Board on wildlife, participating in and holding a junior pheasant hunt, participation at the Yuba-Sutter Fair, and provided volunteer hours to assist in matters of importance related to public lands.

Over the last several years, the Agricultural Department has provided administrative support for the commission. The Board of Supervisors has asked for a staff report to consider current and future operations of the Fish and Game Commission.

DISCUSSION

The current Assistant Ag Commissioner has been providing administrative support for the commission for approximately the last eight years. The Ag Commissioner also provides support on occasion. Over the last five years, approximately 500 hours of administrative support has been provided from the Ag Department. Since it is a general fund department, reimbursement is not

received or is there an additional appropriate for Commission support. In Fiscal Year 2014-2015 148 hours of support was provided.

Additional support is provided by the offices of the Clerk of the Board, County Counsel, County Administrator and Risk Management. The Commission receives its funding through Fish and Game statutory fines paid by violators and miscellaneous grants. Fine revenue has ranged from \$3,700 to \$7,400 annually over the last five years. The Commission budget is not charged for internal services, as it cannot afford to pay the costs for support from internal service departments (HR, Liability, Auditor-Controller, Treasurer).

Currently, there are fifteen (15) allocated commissioners assigned to the Commission. There are two (2) vacancies. The Commission has monthly meetings scheduled. The following list indicates whether they were held or not:

December 2015	Meeting Cancelled
January 2016	Meeting Cancelled
February 2016	Meeting Cancelled – Lack of Quorum
March 2016	Meeting Held
April 2016	Meeting Cancelled - Lack of Quorum
May 2016	Meeting Cancelled – Lack of Quorum
June 2016	Meeting Cancelled – Lack of Quorum
July 2016	Meeting Cancelled – Lack of Quorum
August 2016	Meeting Cancelled – Lack of Quorum

As this is a Board of Supervisors appointed commission, the Board has several options it may consider, but not limited to, the following;

- Suspend the Commission to a time certain or indefinitely.
- Rescind the Board resolution allowing for a Fish and Game Commission.
- Reduce the number of members of the commission.
- Consider providing the funds available from fines and fees to a non-profit organization that would support the intent of the commission when it was formed.
- Consider discussions with Sutter County to form a Bi-County Fish and Game Commission (similar to decade long partnerships such as the UC Extension Farm Advisor program)

FISCAL IMPACT

This report is informational only.

The County of Yuba

DEPARTMENT OF PUBLIC WORKS

JOHN E. WRIGHT, DIRECTOR



FILE
(373-0816) Recei... - 3 of 6

MARYSVILLE, CALIFORNIA 95901

(916) 741-6421

JUNE 30, 1992

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: JOHN E. WRIGHT, DIRECTOR OF PUBLIC WORKS
COUNTY OF YUBA *By Brian C. N...*

SUBJ: CREATION OF FISH AND GAME COMMISSION

RECOMMENDATION:

Adopt the attached resolution creating a Fish and Game Advisory Commission.

BACKGROUND:

Pressure for the formation of a Fish and Game Commission has ebbed and flowed over the past few years. It began to build recently when public interest centered on the Star Bend Angling Access area along the Feather River in the southern part of Yuba County.

There was public sentiment to open the Star Bend Angling Access boat ramp that had become silted in. Several public meetings were held which indicated public support for a Fish and Game Commission in the County of Yuba.

Judge Wasilenko coordinated a joint meeting between representatives of the California Department of Fish and Game, Yuba County's Sheriff Department, Yuba County's District Attorney's Office, Yuba County's General Services Department, Yuba County's Department of Public Works, and interested citizens. Again public opinion supported the formation of a Fish and Game Commission. All of the representatives present from the various agencies agreed to work together to try to eliminate poaching, dumping on public land, and to support the formation of a Yuba County Fish and Game Commission.

After several public meeting volunteers came forth to put together a set of proposed by-laws for the formation of a Fish and Game Commission in the County of Yuba. These have been completed and await your recommendations.

179.1-3

DISCUSSION:

The County of Yuba is blessed with a vast abundance of natural resources and open land. There are many and varied opportunities to hunt, fish, and observe nature at it's best throughout the County.

Unfortunately there are problems that plague the County as well, such as dumping on public land, and poaching. A Fish and Game Commission can do much to eliminate these problems in Yuba County.

A Fish and Game Commission could also work towards increasing public access to and acquisition of wetlands, open space, and waterways. By increasing public awareness and recommending sound conservation practices it can help preserve the existing natural wealth of the County.

It is our best interests to preserve and maintain those assets we have now, while exploring other avenues for sources of revenue for operation and maintenance of future acquisitions. This a Fish and Game Commission can do well.

JEW:bo

F&G.BOS

INDEXED

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)
)
 RESOLUTION ESTABLISHING) RESOLUTION NO. 1992-128
 YUBA COUNTY FISH AND)
 GAME ADVISORY COMMISSION)
 _____)

WHEREAS, Government Code section 31001.1 authorizes the Board of Supervisors to appoint commissioners to study problems of general or special interest to the Board and to make reports and recommendations to the Board; and

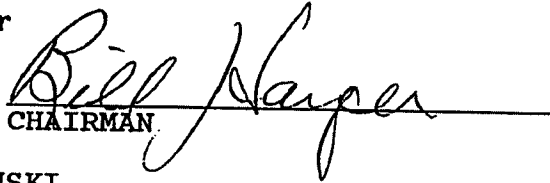
WHEREAS, the citizens of Yuba County are interested in making recommendations and reports to the Board of Supervisors as to matters within the Board's jurisdiction, relating to fish and wildlife in Yuba County.

NOW, THEREFORE, BE IT RESOLVED that there is hereby created and established the Yuba County Fish and Game Advisory Commission which shall be operated in compliance with the Bylaws which are attached hereto and incorporated herein by this reference as Exhibit A, and as the Bylaws are from time to time amended by resolution of the Yuba County Board of Supervisors.

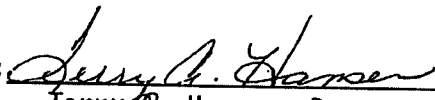
179.1-3

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 30th day of June, 1992 by the following vote:

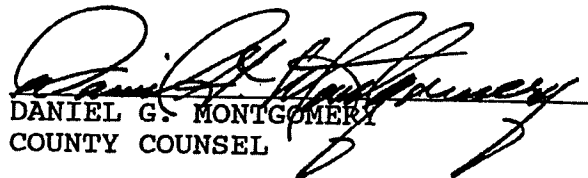
AYES: Supervisors Saunders, Belza, Harper.
NOES: Supervisor Mathews
ABSENT: Supervisor Mistler


CHAIRMAN

ATTEST: FREDERICK J. MORAWCZNSKI
Clerk of the Board of Supervisors

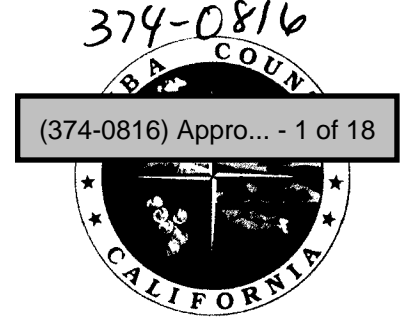
By: 
Terry A. Hansen, Deputy

APPROVED AS TO FORM


DANIEL G. MONTGOMERY
COUNTY COUNSEL

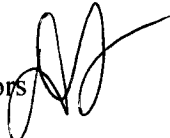
The County of Yuba

Clerk of the Board of Supervisors



August 23, 2016

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors 

SUBJECT: Agreement with Provox Systems for Agenda Management System

Recommendation

Approve purchase and implementation of agenda management software and annual maintenance with Provox Systems.

Background and Discussion

The current agenda management system was upgraded three years ago and is unable to manage our robust agenda. There are frequent malfunctions causing time consuming corrections, loss of staff productivity, and frequently affects ease of public access. On March 7, 2016, a request for proposal was released to obtain a new agenda management system. The request solicited vendor responses to integrate processes currently not automated and streamline the existing process. Of eight vendors who responded, Provox Systems of McKinney, Texas was selected as the more responsive/responsible vendor with their Agenda.net system. Provox has been in business since 1991 and used in 950 locations worldwide.

Committee Action

Brought directly to the Board due to timelines.

Fiscal Impact

\$32,500 first year and \$7,600 for remaining two years of contract. \$30,000 has been allocated in the proposed budget and adjustment to the final budget will be made for the remaining \$2,500.

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Contract No. 10196

Prepared for: County of Yuba
 Address: 915 8th Street, Suite 119

 City: Marysville
 State: CA
 Zip: 95901

Attn: Andrea Armstrong

PROVOX Systems, Inc.
 8951 Synergy Drive
 Suite 223
 McKinney
 Texas
 75070
 Telephone: 972.547.0504
 Fax: 972.215.7656
 Created On: July 26th, 2016
 Prepared By: Kathy Vogt, Intern. Sales &
 Marketing Director

ENTERPRISE – AGENDA MANAGEMENT AGREEMENT

COMPOSITE SIGNATURE AGREEMENT

This Composite Signature Agreement is entered into by and between PROVOX Systems, Inc., A Texas Company ("PROVOX") and County of Yuba, the customer referenced above ("Customer"), and shall commence on the day accepted and executed by PROVOX ("Effective Date").

By executing this Composite Signature Agreement, Customer accepts and agrees to all of the terms and conditions of this Composite Agreement (including the general terms and conditions set forth below) and of the documents listed below beside which Customer's designated representatives initials appear (copies of which are attached hereto), each of which is hereby incorporated by reference (this Composite Signature Agreement and the initialed documents below shall be collectively referred to as the "Agreement"):

The Agreement Documents that constitute the Agreement between Customer and Provox are listed below. In the event of conflict between or among the documents, the documents listed below are in the order of precedence.

Initials	Title of Document
_____	PROVOX Sales Agreement
_____	PROVOX Pricing and Configuration
_____	PROVOX License Agreement
_____	PROVOX Maintenance Concept Agreement



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In the event of a conflict or ambiguity between documents, the specific shall control the general; the relative order of specific of the documents is as follows: (1) Maintenance Concept Agreement, (2) All other Addendums and (3) the Sales Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS COMPOSITE SIGNATURE AGREEMENT (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW) AND EACH DOCUMENT ATTACHED HERETO WHICH COMPRISE THE AGREEMENT, THAT CUSTOMER UNDERSTANDS EACH DOCUMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

PROVOX, A Texas Company

By: _____

Printed Name:

Title:

Date:

Authorized Agent of Customer (County of Yuba)

By: _____

Printed Name: _____

Title: _____

Date: _____

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

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement and each document and Addendum that forms a part hereof:

1. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVOX MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, ORAL AND WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO AGENT OF PROVOX IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTY OBLIGATIONS OF PROVOX AS SET FORTH IN THIS AGREEMENT.
2. Limitations of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROVOX TOTAL LIABILITY TO CUSTOMER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR WHETHER CUSTOMER HAS ACCEPTED ANY HARDWARE OR SOFTWARE PROVIDED HEREUNDER. IN NO EVENT SHALL PROVOX BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE OR WHETHER PROVOX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees that the limitations and disclaimers of this Agreement will apply regardless of whether Customer has accepted the System, the Software, the Hardware, or any other product or service delivered by PROVOX. The parties agree that PROVOX has set its prices and entered into this Agreement in reliance upon such limitations and disclaimers, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

3. Terms and Termination. This Agreement shall continue until terminated as provided below, or by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement or any document or Addendum that forms a part hereof with sixty (60) days written notice to the other party. The insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default hereunder for which no cure period shall be applicable, and such default shall afford PROVOX the remedies of a secured party under the Uniform Commercial Code (UCC) in addition to all other remedies. The General Terms and Conditions of this Composite Signature Agreement, and all

disclaimers of warranty and limitations of liability contained in this Agreement, shall survive any termination.

4. Entire Agreement. This Agreement, including all documents and Addenda that form a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, negotiations, or agreements, written or oral, regarding such subject matter.
5. Governing Law and Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles.
6. Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
7. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
8. Assignment. Customer shall not assign its rights or delegate its obligations hereunder without the express written consent of PROVOX, such consent not to be unreasonably withheld. Any attempted assignment in violation of this section shall be void. Subject to the foregoing, this Agreement will benefit and bind the successors and permitted users of the parties.
9. No Third Party Beneficiaries; No Agency. Except as expressly provided herein to the contrary, no provision of this Agreement, express or implied, is intended to be or will be construed to confer rights, remedies or other benefits to any third party under or by reason of this Agreement. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of legal association (other than as expressly set forth herein) between the parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
11. Uncontrollable Events. PROVOX shall not be liable to Customer for any failure or delay in performance or shipment caused by events beyond PROVOX's reasonable control, including but not limited to acts of God, strikes, acts of war, governmental action and riots, transportation, and similar causes, and any such failure or delay will not constitute a material breach of this

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Agreement. In the event of such an event, the time for performance or shipment will be extended for a period equal to the duration of such delay.

12. Interest. Does not apply.

13. Attorney Fees. Each party waives the right to attorney fees.

14. Indemnification

The provider (PROVOX SYSTEMS) shall assume the defense of, indemnify, and save harmless any County of Yuba Agency receiving services under this contract from any claims or liabilities of any type or nature to any person, firm, or corporation arising in any manner from the provider's performance of the work required under this contract and the provider shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

SALES AGREEMENT

The "Customer" and PROVOX, A Texas Company ("PROVOX") agree to the terms and conditions in this Sales Agreement (the "Sales Agreement"). Customer desires to purchase certain hardware and license certain software from PROVOX, which collectively will be referred to as the "System". Customer may also obtain certain professional services (such as training and installation) in connection with the System.

- I. Supply of Hardware and Software. PROVOX agrees to supply Customer with the hardware (if any) listed in Pricing and Configuration (the "Hardware") at the prices listed therein. PROVOX agrees to license Customer the software listed in Pricing and Configuration (the "Software") at the prices listed herein. The terms of the license pursuant to which Customer is entitled to use the Software are set forth in the Licensing Agreement.
- II. Professional Services. PROVOX agrees to provide Customer with the Professional Services as described in Pricing and Configuration. If application development services are listed in Pricing and Configuration, Customer shall own any specific applications developed by PROVOX for Customer, but PROVOX shall retain ownership of any preexisting software upon which such applications may be based. Customer agrees to reimburse PROVOX for all professional services travel and travel related costs.
- III. Payment. Payment is due as outlined in Pricing and Configuration. Prices do not include, and Customer shall pay reimburse PROVOX for all transportation (shipping) and related handling charges.

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- IV. Taxes. Governmental entities are exempt from taxes. In case the Customer's purchases are not tax exempt and PROVOX is required to pay sales tax the Customer is responsible or shall reimburse PROVOX for those taxes. Tax amount will be on top of the system total.
- V. Shipment/Title/Risk of Loss. All shipments are F.O.B. PROVOX's offices unless otherwise specified in Pricing and Configuration. Title to, and risk of loss of each component of Hardware and Software shall pass to Customer upon delivery by PROVOX to the carrier or delivery services. Any component of the System held or stored for Customer shall be at the Customer risk and expense.
- VI. Delivery. Any shipping and delivery dates quoted to Customer, whether in response to Customers request or otherwise, are approximate. If reasonable conditions arise which prevent compliance with delivery dates, PROVOX shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay and such delay shall not constitute grounds for cancellation or termination. Any delays encountered with respect to shipping and delivery beyond the reasonable control of PROVOX shall be governed by paragraph 11 of the Terms and Conditions of the Composite Signature Agreement.
- VII. Installation. If system installation services are listed in Pricing and Configuration, then PROVOX agrees to install the System in accordance with the provisions of this paragraph. The provisions of paragraph VI above shall apply to installation dates. Customer shall provide a suitable installation environment and facilities for the System as prescribed by PROVOX. PROVOX shall furnish labor required for unpacking and installing the components of the System. The System shall be installed in good working order by PROVOX. The installation date shall be the first business day following that on which either (a) the components of the System have been installed in good working order, or (b) the components of the System are delivered and the Customer fails to provide a suitable installation environment.
- VIII. Limited Warranty on Software and Disclaimer of Warranty on Hardware. PROVOX agrees to warrant the Software on the terms and conditions set forth in the Maintenance Concept Agreement. Customer acknowledges that PROVOX is not the manufacturer of the Hardware, and that PROVOX THEREFORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Hardware may, however, be warranted by its manufacturer(s) and PROVOX agrees to, and does hereby, assign any such manufacturer warranties covering the Hardware to Customer. Provided that Customer has paid all current charges due for the Maintenance Concept services described in the Maintenance Concept Agreement, PROVOX will assist Customer in determining whether any problem encountered with the System is caused by the Hardware rather than the Software and, if so, Customer agrees to pursue any

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manufacturer's warranty remedies with respect to the Hardware component(s). In addition, PROVOX will, upon the request of Customer, assist Customer in locating a third party service organization that can service the Hardware on Customer's behalf.

- IX. Maintenance Concept. Upon expiration of the Warranty Period described in the Licensing Agreement with respect to the Software and payment of the annual fee specified in the Maintenance Concept Agreement, PROVOX shall provide the support services specified in the Maintenance Concept Agreement.
- X. Indemnity, to the extend allowed by law. If any designs or specifications for the System are supplied by Customer, Customer agrees to indemnify, hold harmless, and at PROVOX's option, defend PROVOX against any loss, damage or liability (including court costs and reasonable fees, costs and expenses of attorneys and expert witnesses) arising in connection with any claim of patent, trademark, copyright or other proprietary right infringement arising out of the manufacturing, configuration, sale, licensing or use of the System.
- XI. Proprietary Rights. PROVOX warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by PROVOX and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States' patent, copyright, trade secret or other proprietary right of any Person. PROVOX shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. PROVOX shall have no obligation under this Section unless Customer promptly gives written notice to PROVOX after any applicable infringement claim is initiated against Customer and allows PROVOX to have sole control of the defense or settlement of the claim. The remedies in this Section are the sole remedies for a breach of the warranty contained in this Section.

If any applicable infringement claim is initiated, or in PROVOX's sole opinion is likely to be initiated, then PROVOX shall have the option, at its expense, to:

- Modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or
- Procure for Customer the right to continue using the infringing part of the Software or Documentation; or
- Remove all or the infringing part of the Software or Documentation.

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PRICING AND CONFIGURATION

PROVOX Software & Services		QTY	Unit Price	Price
001	PROVOX Agenda.NET - Unlimited Users - Workflow Management - One Time License Fee	1	\$12,000.00	\$12,000.00
002	PROVOX Agenda.NET Internet Module	1	included	included
003	PROVOX Migration & Replication	1	included	included
			Total	\$12,000.00

First Class Maintenance Concept				Price
100	First-Class Maintenance Agreement Per year (starting year 2) (first year maintenance at no charge)	1	\$4,000.00	\$4,000.00

PROVOX Professional On-Site and Off-Site Services		QTY	Unit Price	Price
201	On-Site: PROVOX Services Package • Incl. Installation & Configuration • Incl. PowerUser Training • Incl. Agenda & Meeting Management Training • Project Meetings (4 hrs. each) • Workshop	8.5 days	\$10,200.00	\$10,200.00
	Off-Site: PROVOX System Adjustments / Integrations • Project Plan Creation • Document Template Creation • Internet Information Portal Adaption (PROVOX will integrate the existing layout into the Internet Information Portal)		\$4,800.00	\$4,800.00
			Total	\$27,000.00

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	Solution Total	
Terms	PROVOX Software:	included
* System total payable as following:		
At installation.	Maintenance Concept	
	\$4,000.00 per year: (starting year 2)	included
	On-Site and Off-Site Services:	included
	Estimated Travel:	\$5,500.00
	System Total	\$32,500.00
Managed Server billed annually in advance	Taxes:	n/a
	Managed Server (Rack)	\$105.00 per month

Optional Services:

Description	Price in \$
Audio-Streaming <ul style="list-style-type: none"> • Live and on-demand • 1,500 hours of media • Incl. Encoder • Incl. remote installation and training 	195.00/month

(pricing valid until 12/31/2016)

LICENSING AGREEMENT

This License Agreement applies to the following PROVOX products.

Product Name	Authorized Number of Concurrent Users for this Product
Agenda.NET Agenda and Meeting Management	Unlimited
Agenda.NET Internet Module	Unlimited
Agenda.NET Workflow Management	Unlimited
Migration & Replication	Unlimited

Grant of License. PROVOX, a Texas Company ("PROVOX") grants to the "Customer" identified above a license to load and use the PROVOX software programs listed above (the "Software") on a single server with a single CPU or, if Customer has paid the applicable concurrent use network licensing fees, on a LICENSED COMPUTER NETWORK for up to the AUTHORIZED NUMBER OF CONCURRENT USERS at any given time listed above. A computer network is any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software program. A "LICENSED COMPUTER NETWORK" is a computer network for which Customer has purchased and dedicated at least one PROVOX Municipal license and a PROVOX user license for each of a designated maximum number of concurrent users on the network (the "AUTHORIZED NUMBER OF CONCURRENT USERS").

Copyright. The SOFTWARE is owned by PROVOX and is protected by the United State copyright laws and international treaties. Customer may not distribute, sublicense, disclosure or transfer the SOFTWARE to any third party without the prior written consent of PROVOX. Except as permitted above in connection with concurrent use of the SOFTWARE on a LICENSED COMPUTER NETWORK, Customer may not copy the SOFTWARE in whole or in part, except that Customer may:

1. make one copy of the SOFTWARE solely for backup or archival purposes; and
2. Transfer the SOFTWARE to s single hard disk drive provided Customer keeps the original copy solely for backup or archival purposes.

Customer may not copy the written materials accompanying the SOFTWARE, except for in-house purposes.

Other Restrictions. Customer may not rent, lease or otherwise transfer or assign the SOFTWARE to any individual or organization. Customer acknowledges that the SOFTWARE constitutes and contains trade secrets and confidential information of PROVOX. In order to protect such trade secrets and confidential information, Customer agrees not to reverse engineer, decompile, or disassemble the SOFTWARE or permit anyone else to do so.

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Limited Warranty and Remedies. PROVOX warrants for a period of ninety (90) days from the date of installation that, under normal use and without unauthorized modification, the SOFTWARE will perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE; and that, under normal use, the magnetic media upon which the SOFTWARE is recorded will be free of defects in materials and workmanship.

If during the ninety (90) day warranty period a demonstrable error in the SOFTWARE should appear that cause it not to perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE (an "ERROR"), PROVOX shall exert commercially reasonable efforts to provide Customer with a correction as soon as reasonably possible. If PROVOX cannot correct such ERROR after 90 days, then the Customer shall be entitled to a full refund of the applicable license fee. If during the ninety (90) day warranty period a defect in materials or workmanship appears in the magnetic media containing the SOFTWARE, then PROVOX will repair or replace it at no cost to Customer. The forgoing shall constitute Customer's sole and exclusive remedy for a breach of the limited warranty set forth in this Section.

PROVOX shall have no obligations or responsibilities of any kind with respect to problems caused in the use or functioning of the SOFTWARE by any hardware or software not supplied by PROVOX, or by any modification of the SOFTWARE by any person or entity other than PROVOX.

As set forth in Section 1 of the General Terms and Conditions of this Agreement, PROVOX disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE and the accompanying written materials, and disclaims any liability of any type for any lost profits, lost data, or any form of special, incidental, indirect, consequential or punitive damages of any kind.

U.S. Government Restricted Rights. The Software and documentation are provided with RESTRICTED RIGHTS.

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (I) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer PROVOX, A Texas Company, 8951 Synergy Drive, McKinney, TX 75070.

County of Yuba's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the County of Yuba, who has been provided access to such data must promptly notify PROVOX SYSTEMS INC.

MAINTENANCE CONCEPT AGREEMENT**1. Initial Term and Renewals**

The initial term of this Maintenance Concept Agreement shall be 60 months commencing on September 1st, 2016, and shall renew automatically after five years from year to year from the commence date by the Customer under the terms and conditions set forth herein, unless Customer provides 30 days written notice of its intent not to renew.

2. Maintenance Concept Fee

Maintenance Concept Fee – The Customer shall pay to PROVOX, A Texas Company an initial maintenance Concept Fee of \$4,000.00 per year. The aforesaid amount shall be due in full on 9/1 of each year in advance starting 9/1/2017. After five (5) years, both partners will review the population of Yuba County and calculate the new annual maintenance fee. The new annual maintenance fee will be based on the actual population and will not be increased over 20% from the annual maintenance fee of \$4,000.00. Each year the contract is renewed, the Maintenance concept fee shall be due in full in advance of the renewal date.

3. Software Services

PROVOX, a Texas Company shall on a timely basis and without additional charges or fee, provide the Customer with all version updates, bug fixes, and other modifications of SOFTWARE licensed by the Customer which are released during the term of this Agreement and with respect to which Customer has paid the applicable Maintenance Concept Fee. In addition, PROVOX, A Texas Company shall extend the limited warranty remedies set forth in the Licensing Agreement with respect to such SOFTWARE throughout the term(s) of the Maintenance Concept Agreement.

Customer agrees to promptly install all updates, bug fixes and other modifications supplied hereunder to maintain the SOFTWARE in the most current revision level. Customer may request assistance from PROVOX, with respect to any such installation, upon which services will be rendered by PROVOX at its then standard commercial time and materials rates for such services. PROVOX shall also provide Customer with the software necessary for remote maintenance and diagnostics service.

4. Support Services

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include:

- Free telephone support between 8:00 a.m. and 6:00 p.m. CST, from the support organization at 972-547-0504

Contract No. 10196

- After hours emergency incident reporting between 1:00 a.m. and 8:00 a.m. and 6:00 p.m. and 9:00 p.m. CST, charged on a per incident call basis.
- After hours support is available at \$150/hr.
- Three hours guaranteed response time
- Call logging system
- Escalation procedure
- Web site access, FTP site, and e-mail
- Remote site support, diagnostics, and maintenance service

Technical support will not cover problems relating to applications, development, consultancy, computer hardware, operating systems, and printers. PROVOX reserves the right to limit the number of authorized callers.

5. Customer Obligations

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include>

- Customer must be operating with approved PROVOX and network software configurations.
- Customer must have a CD-ROM drive for the installation and update of PROVOX products.
- Customer must ensure the products supported under this Agreement are used only on the specific computer hardware for which the product have been licensed and approved by PROVOX.
- Customer must maintain and operate the products supported under this Agreement in a proper and prudent manner in accordance with such advice and instructions as PROVOX may issue from time to time, and allow its use only by competent and authorized personnel.
- Customer must maintain a PROVOX trained Agenda Management Administrator.
- Customer must ensure that the systems are regularly backed up and provide proof of a recovery plan.
- Customer must grant PROVOX monitored access to their Agenda Management System and network for maintenance purposes.
- Customer must make available to PROVOX without charges, any information, materials, or facilities to enable PROVOX to discharge its obligations under this Agreement, provided always that PROVOX shall hold as confidential any such information provided by the Customer.

6. Incorporation of License Agreement

The term, conditions, limitations, disclaimers, and restrictions contained in the PROVOX Licensing Agreement with respect to the SOFTWARE are hereby incorporated into this Maintenance Concept Agreement by this reference.

7. This Agreement Covers the Following Products

- Agenda.NET – Agenda and Meeting Management – unlimited users
- Agenda.NET – Internet Module – unlimited users
- Agenda.NET – Workflow Management – unlimited users
- PROVOX Migration & Replication Tool – unlimited users

8. Liability

Under no circumstances will PROVOX be liable to the Customer or third parties for loss of profit or direct or indirect loss or damage whether special or consequential or otherwise and however arising including, but not limited to, loss of profit or loss or damage arising from the services provided by PROVOX.

9. Uncontrollable Events

Neither party to this Agreement shall be liable for the failure to perform or for the delay in performing, its obligations under this Agreement if such failure or delay is due to Acts of God, war, riot, civil commotion, weather, labor disputes, and failure of sub-contractors or any other cause beyond the reasonable control of the party concerned.

10. Non-Assignment

The Customer is not permitted to assign the benefits and obligations of this Agreement to a third party unless the prior written consent to PROVOX has been obtained.

11. Notices

Any notices to be given by either party under the terms of this Agreement shall be given by mail or facsimile transmission at the address for such party.

12. Revisions and Modifications

This Agreement may be amended to include additional product services as agreed in writing by the Customer and PROVOX. This Agreement cannot, however, be modified by any representation, promise, or course of dealing not contained or referenced in this Agreement.

13. Termination

Either party may terminate this Agreement upon sixty (60) days written notice to the other party.



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14. Law

This Agreement shall be construed and operated in accordance with the laws of the State of California without regard to choice of law rules or principles.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



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CODE ENFORCEMENT
749-5455 • Fax 749-5484

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


PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 23, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: Approval of Plans, Specifications & Estimate and Authorization of Advertisement for Bids for North Beale Road Complete Streets Phase 1 Project

RECOMMENDATION:

Approval of Plans, Specifications and Estimate (PS&E) and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of October 18, 2016. The PS&E are available for review at Public Works.

BACKGROUND:

In 2010 the County received federal funding to design improvements to North Beale Road from Lindhurst Avenue to Griffith Avenue based on the North Beale Corridor Complete Streets and Revitalization Plan that was adopted by the Board of Supervisors on December 15, 2009.

In 2011 the North Beale Road Complete Streets Phase 1 Project was selected for funding through the Sacramento Area Council of Governments (SACOG). The construction funds were programmed by SACOG to be available in the 2016 federal fiscal year.

DISCUSSION:

The work in general will consist of constructing bicycle lanes, curb, gutter, sidewalks, driveway improvements, drainage facilities, street lights, transit enhancements, median landscaping, and other streetscape features. The work will create a safer more usable roadway for pedestrians, bicyclists and motorists.

The engineer's estimate for construction and construction engineering is approximately \$4,412,500. The project is anticipated to extend into next year and be completed by September 2017.

As part of this project, the existing medians that were funded and constructed under another grant, are proposed to receive a much needed improvement to their landscaping. In an effort to minimize ongoing landscape maintenance costs of the medians, the proposed design consists of 50% hardscape and 50% plants/ground cover. After construction is completed, it is estimated that the annual cost of maintenance of the medians, including irrigation will be approximately \$10,000. This will be a new ongoing maintenance cost that funding will need to be identified for. The cost of annual maintenance is directly tied to the ratio of hardscape to live plants, the more hardscape the less ongoing maintenance, however the aesthetics of the median should also be taken into consideration as well as the capital cost of the hardscape. Board input on this issue would be greatly appreciated and the final ratio of hardscape to live plants as well as identifying funding for ongoing maintenance should be addressed early in the construction of the project.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget for FY 16/17.

FISCAL IMPACT:

Construction of the project will be funded from various sources as identified below.

- \$1,765,000 from the State Transportation Improvement Plan (STIP).
- \$286,000 from the Federal Transit Administration's (FTA) New Freedom Program.
- \$1,065,000 potential funding for drainage improvements from YCWA as one of the flood management projects for FY 16/17. YCWA staff is still in the process of making funding recommendations to the YCWA Board, so this funding is not yet secured. The amount of funding YCWA will consider for this project is contingent on revenues for the coming year, which are currently unknown. If YCWA funding becomes available for this project, it would be in the latter half of the fiscal year.
- \$275,000 from the Linda Lighting District to improve street lighting.
- The remaining funds (estimated \$1,021,500) and any contingencies will be paid from Trust 188, the Countywide Traffic Impact fees. If YCWA funding is not approved, those monies will also need to come from Trust 188.

The project consists of new median landscaping that will require funding for ongoing maintenance. The annual maintenance cost for this new median landscaping is currently estimated at \$10,000.

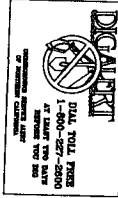
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SHEET

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YUBA COUNTY, CALIFORNIA
CONTRACT No. 2016-2241
FEDERAL AID No. RPSTPLE-5916(102)
TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS 2015 EDITION



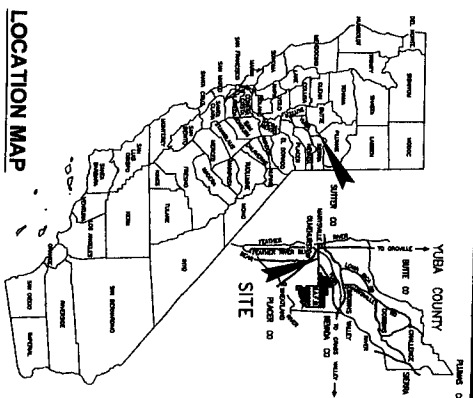
MTS

APPROVED BY: _____

DATE:

		BENCHMARK ELEVATION:			
		COUNTY OF YUBA DEPARTMENT OF PUBLIC WORKS			
		918 S. HUNTER STREET WASHINGTON, CA 96091 (530) 748-3400 (530) 748-3425 FAX			
NUMBER	DATE	DESCRIPTION	BY	REVISION	K.K.
			DOWN BY:	A. MURPHY	SCALE:
			DESIGNED BY:	J. GARDNER	HORIZONTAL:
			CHECKED BY:	B. CROWK	N/A
			SUBMITTED BY:	G. JENSEN	VERTICAL:
				R.F.T. NO.	N/A
			NORTH BEALE ROAD - ROAD IMPROVEMENTS PHASE I - Lindhurst to Hammonton-Shradsville		
			TITLE SHEET		
			DRAWING	T-1	
			SHEET	1	60

COGNITION



WSP | **PARSONS
BRINCKERHOFF**

2150 River Plaza Drive, Suite 400
SACRAMENTO, CALIFORNIA 95833
Tel: 916-567-2500
Fax: 916-925-3517

9/15/16

NOTE:
THE CONTRACTOR SHALL POSSESS THE FOLLOWING CONTRACTOR LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED:
1. GENERAL ENGINEERING



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The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *Bam*
RE: Brynda Stranix, President/COO Yuba-Sutter Economic Development
Approve Economic Development Agreement between the Greater
Sacramento Area Economic Council and Yuba County
DATE: August 23, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Approve the attached Economic Development Agreement between the Greater Sacramento Area Economic Council and the County of Yuba.
2. Adopt a resolution authorizing the County Administrator to execute the Agreements.
3. Appoint the County Administrator or his designee to participate on Greater Sacramento's Board of Directors.
4. Designate Brynda Stranix, President / Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce.

BACKGROUND

Economic development efforts are critical to the County in order to ensure a healthy, vibrant, diverse economy for businesses and residents. The County's ability to market itself is also dependent on the assets of the six-county Sacramento region as a whole.

In 2014, a group of Chief Executive Officers from the Sacramento region created the Greater Sacramento Area Economic Council (Greater Sacramento) in order to retain, attract, grow, and create sustainable businesses throughout the region's six counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba. Greater Sacramento is a public-private partnership looking to raise \$3 million from the private sector and \$1 million from the public sector for regional economic development efforts.

DISCUSSION

Greater Sacramento has created an Economic Development Directors Taskforce (EDDT) which has been meeting. In addition, their Board of Directors meets frequently and is attended by Supervisor Griego.

Efforts to attract new business through GSAC have proven to be a valuable partnership for Yuba County. Business leads are consistently funneled through the Economic Development Corporation in concert with County staff. Our responses have led to several agencies working together to develop demographic and infrastructure data for site selectors, which we have been active in meeting with. As part of a strategy to expand and continue our economic development efforts and interact regionally, it is recommended that the Board of Supervisors approve the resolution and agreement as presented.

FISCAL IMPACT

The requested membership fee is \$0.40 per resident per fiscal year. Based on the 2014 California Department of Finance Demographic Research Unit, Yuba County (unincorporated area) has a population of 57,921 residents; therefore, Greater Sacramento is requesting \$23,168 for services provided during the fiscal year ending on June 30, 2017. This recommendation is included in the County's Fiscal Year 2016-2017 Final Budget.

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

**RESOLUTION AUTHORIZING THE COUNTY)
ADMINISTRATOR TO EXECUTE ECONOMIC)
DEVELOPMENT AGREEMENT AND PROTOCOL) RESOLUTION NO. _____
AGREEMENT WITH GREATER SACRAMENTO)
AREA ECONOMIC COUNCIL)**

WHEREAS, on a periodic basis certain governmental agencies request that the Yuba County Administrator sign Agreements, Grant Submittals and/or Contracts for the provision of services to that governmental agency; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Administrator to execute certain Contracts, Agreements and Grant Submittals on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the COUNTY OF YUBA, that the Yuba County Administrator or designee is hereby authorized and directed on behalf of the COUNTY OF YUBA to execute and amend an agreement and policy protocol agreement, ending June 30, 2017, with Greater Sacramento Area Economic Council (GSAC).

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BE IT FURTHER RESOLVED that the Yuba County Administrator is hereby authorized and directed on behalf of the COUNTY OF YUBA to serve as Yuba County Board of Supervisors representative with GSAC, but may appoint a designee on his behalf consistent with GSAC policies.

PASSED AND ADOPTED this _____ day of _____ 2016, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

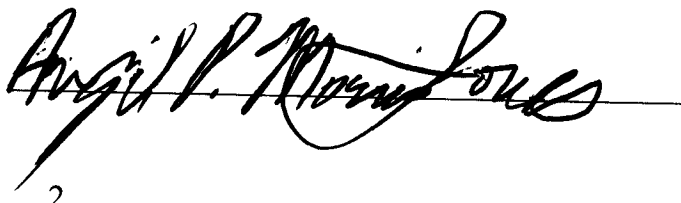
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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


2

JUL 26 2015

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO AREA ECONOMIC COUNCIL COUNTY ADMINISTRATOR
AND THE COUNTY OF YUBA**

This Economic Development Agreement ("Agreement") is entered into by and between the Board of Supervisors of the County of Yuba, a California municipality (the "Public Jurisdiction"), and the Greater Sacramento Area Economic Council ("Greater Sacramento"), a California non-profit corporation. (Each a "Party" and collectively referred to as "the Parties"). The Agreement shall be effective ("Effective Date") upon signature of both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region's competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento's primary role is developing the Sacramento Region's market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. **ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.
- E. **PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.
- F. **ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: Business attraction, retention, and expansion; External marketing and communications; Permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. **STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
 - 1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 - 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 - 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
 - 4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation

formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.

5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

- B. RECOGNITION OF GREATER SACRAMENTO:** The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. BOARD OF DIRECTORS REPRESENTATION:** The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the governmental entity. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the governmental entity to serve as an alternate to the Director. Any such Director will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.
- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.

C. PARTICIPATION IN MARKETING EVENTS: Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION

1. The Public Jurisdiction agrees to pay \$23,168 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2017, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in 2014 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 57,921. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2017.
2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2016-2017 fiscal year.

3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2017-2018 contract.

IV. GENERAL PROVISIONS

- A. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions, or from operations conducted by Greater Sacramento, its directors, officers, agents, or employees acting on behalf of Greater Sacramento and with Greater Sacramento's knowledge and consent.

Any party entitled to indemnity shall notify Greater Sacramento in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, and shall give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, or willful misconduct of such indemnified party.

- B. **INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, or disability. Greater Sacramento shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Greater Sacramento agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. **NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for

any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by the Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.

- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:

Greater Sacramento Area Economic Council
Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

County of Yuba
Attn: County Administrator
915 8th Street, Suite 115
Marysville, CA 95901

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party. "Confidential Information" means any of Greater Sacramento/the Public Jurisdiction's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing. The Parties agree that in the event of any breach or threatened breach of this section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

- G. REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant as follows:
1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- H. MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- I. ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- J. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- K. COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- L. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- M. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

The Agreement is executed as follows:

I, Robert Bendorf, acknowledge that I am the County Administrator of the County of Yuba, a California municipality, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

COUNTY OF YUBA, a California municipality

By: _____
Robert Bendorf, County Administrator

Date: _____

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Area Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO AREA ECONOMIC COUNCIL,
A California nonprofit corporation

By: Barry Broome
Barry Broome, President & Chief Executive Officer

Date: July 25, 2016

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Angil P. Morris-Jones

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB amr*
RE: Grand Jury Response - 2015-2016
DATE: August 23, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors receive and approve the Board of Supervisors' response to the 2015-2016 Grand Jury report for the Yuba County Jail.

BACKGROUND

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session, the Grand Jury issues a comprehensive report that provides an overview of each investigation and subsequently offers Findings and Recommendations.

DISCUSSION

Of the evaluations and investigations conducted by the 2015-2016 Grand Jury, one is required to have a response from the Yuba County Board of Supervisors (refer to above). Attached to this memo are the Yuba County Board of Supervisors responses to findings and recommendations as required by law. No action is required by your Board for the responses from appointed and elected officials.

COMMITTEE ACTION

This item is presented to the full Board and was not presented at the committee level.

FISCAL IMPACT

None

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The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



(377-0816) Appro... - 3 of 6

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

August 23, 2016

The Honorable Julia Scrogin
Judge of the Superior Court
Yuba County Courthouse
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2015-16 GRAND JURY – “Yuba County Jail Report”**

Dear Judge Scrogin,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2015-16 Grand Jury Final Report – “Yuba County Jail Report.” Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. The 2015-2016 Yuba County Grand Jury finds that the Yuba County Jail has shown considerable improvement in the mental health care being provided to the inmates. They now have two crisis counselors, one part-time, and one full-time; two part-time psychiatrists (one available through Telepsych); and a full-time forensic mental health therapist. The inmates have approximately 100 hours of non-emergency mental health care available to them per week. A Bureau of Justice 2006 report states that 64% of jail inmates throughout the nation have mental health problems. Assuming that this same statistical information applies to the Yuba County Jail; that would be an excess of 200 inmates. With 100 treatment hours available this allows for less than 30 minutes of non-emergency one-on-one mental health counselling/treatment per inmate per week. The Jail has reinstated group counsel sessions which allows more inmates an opportunity for treatment during the week. In November 2015, Yuba County was awarded to a \$20 million grant through SB 863. This grant shall be used to build a new annex next to the existing building which will include additional rooms for counselling and classroom instruction.

Correctional Officers receive annual training in suicide and suicide prevention, and mental health issues in a jail facility. The Officers also received “Mental Health First Aid” which is an 8 hour training course.

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Randy Fletcher – District 5

During the UC Davis (UCD) presentation to the Grand Jury, UCD advised of two suicide-by-hanging attempts, both suicide attempts were interrupted by other inmates. Prior to each situation each inmate had told UCD that they had asked for mental therapy; they wanted to see a psychiatrist, yet no treatment was offered.

With the Realignment Act, some inmates are now being housed for longer periods of time, up to five years. Inmates with mental health issues could benefit from a complete evaluation and a recovery oriented treatment plan (Interpretive Guidelines). In 2015, the Zur Institute wrote that there is no textbook definition of the standard of care in the mental health field. Based on the statistics cited, the 100 hours per week allotted to treatment of mental health issues appears to be inadequate for the number of inmates potentially requiring care.

The Board of Supervisors agrees with this finding.

- F2.** *The 2015-2016 Yuba County Grand Jury finds that the Yuba County Jail has increased the number and quality of its medical personnel by hiring a full-time Family Nurse Practitioner (FNP) who will assist the doctor in the care and treatment of inmates.*

One of the current LVN's has passed the RN course, has applied for an interim permit and is expected to receive the permit prior to the release of this Grand Jury Report. This interim RN may receive permanent RN status within a few months. The Sheriff has approached the Board of Supervisors and received funding for the Correctional Facility RN pay with the goal of maintaining a valuable employee while increasing the skill, education, and experience in the Medical Unit.

The doctor stated that he tries to see an inmate within 48 hours of the inmates' request. The doctor and nurse combined see 60-80 patients a week and it can become difficult for an inmate to get an appointment with the doctor which could cause a delay in treatment.

The Grand Jury also interviewed an ex-inmate who states the inmate was miss-diagnosed by several Licensed Vocational Nurses (LVN) and the FNP as having a soft tissue damage. It wasn't until they saw the doctor, 28 days after the initial injury, that the inmate was diagnosed with a radial head fracture. However, in further researching the medical recommendations for this type of injury, the Grand Jury found that the treatment received after the fracture was found was consistent with what the US National Law of Medicine recommended for this type of fracture (US National, 2015).

The Board of Supervisors agrees with this finding.

- F3.** *The 2015-2016 Yuba County Grand Jury finds a number of studies have shown the benefit of providing inmates with an opportunity to earn their GED diploma, which makes this a vital issue to be considered by local, state and national legislators. An article by Matthew Clark in 2014 stated that a 2013 RAND report integrated more than 30 years of previous research on education and recidivism rates. The report states that "inmates who participated in correctional education programs had 43% lower odds of returning to prison than inmates who did not." (Clark, 2014). It goes on to state that "the odds of an offender finding employment after release from prison was 13% higher for those who did participated in academic or vocational programs compared to those who did not." (Clark, 2014)*

Another study by John Nuttall (2003) broke down two groups, offenders under the age of 21 and over 21. "Offenders under the age of 21 who earned their GED diploma were 14% less likely to return to

SUPERVISORS

prison within three years, while prisoners over 21 were 5% less likely to return to prison after earning a GED diploma. Education in prison systems is an effective way to lower recidivism.” (Nuttall, 2003)

Yuba County Jail does offer GED courses that cover the five Core Requirements as well as grammar and spelling. They work with inmates to give them an opportunity to obtain their GED certification, however they are unable to provide the GED certification test in-house and it is not always practical to transport an inmate outside the jail and watch over him/her for six hours. The Jail Administration advised the Grand Jury that they are hoping to provide the GED certification exam in-house in the future.

The Board of Supervisors agrees with this finding.

RECOMMENDATIONS

- R1. *The 2015-2016 Yuba County Grand Jury recommends that the Sheriff apply to the Board of Supervisors to provide funding and hiring of a full-time psychiatrist that could allow the Jail to work on a mental health treatment and care plan with a focus on work and/or education.***

The 2015-2016 Yuba County Grand Jury further recommends that the Board of Supervisors approve funding for a full-time psychiatrist. This should be accomplished by the end of the 2016-2017 fiscal year.

The recommendation will not be implemented because it is not warranted or is not reasonable. Ongoing analysis by the Sheriff's Department and subsequent determinations of needs does not warrant a full-time position as recommended by the Grand Jury. Of further note, the Board of Supervisors relies on department heads to request augmentations for staffing and related expenses through the budget process. In this case, there has been no request. The Board of Supervisors is aware, through discussions with the Sheriff and Y-S Behavioral Health staff, services are being provided to inmates at an appropriate level through their partnership and collaborative approach. Should conditions change, it is incumbent upon the departments to recognize the need, develop a plan and submit request(s) to the Board of Supervisors for consideration.

- R2. *The 2015-2016 Yuba County Grand Jury recommends that the Sheriff apply to the Board of Supervisors to provide funding and hiring of a full-time medical doctor that could reduce the pressure on the medical staff and decrease the time it takes to see a doctor or the Family Nurse Practitioner.***

The 2015-2016 Yuba County Grand Jury further recommends that the Board of Supervisors approve funding for a full-time medical doctor. This should be accomplished by the end of the 2016-2017 fiscal year.

The recommendation will not be implemented because it is not warranted or is not reasonable. The Board of Supervisors recognizes the fluid situation over the last year with the retirement of a long-term doctor that was performing medical services at our institutions. Based on options available, the Sheriff has elected the hiring of a part-time doctor to meet the current need. As mentioned previously, the Board of Supervisors relies on department heads to request augmentations for staffing and related expenses through the budget process based on their operational needs.

SUPERVISORS

R3. The 2015-2016 Yuba County Grand Jury recommends that the Sheriff continue to focus on setting up an in-house GED testing program with the goal of implementing such a program within the 2017-2018 fiscal year.

The recommendation has been implemented. Based on discussions between administration and the Sheriff's management, and relayed to the Board of Supervisors the program is being developed for implementation in FY 2017-2018.

The Board of Supervisors thanks the 2015-2016 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Roger Abe, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • **John Nicoletti** – District 2 • **Mary Jane Griego** – District 3 • **Roger Abe** – District 4 • **Randy Fletcher** – District 5

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *R Bendorf*
RE: Loan request from the City of Marysville
DATE: August 23, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors consider approval of a loan to the City of Marysville for a public works project.

BACKGROUND

At the end of April 2016, staff from the City of Marysville approached the County Administrator's Office to discuss upcoming public works projects for the City of Marysville and to request a loan to cover initial project costs.

On November 5, 2015 the City of Marysville received a contract agreement with the State of California's Department of Housing and Community Development for \$1,800,000 in grant funds for the construction of street improvements at 12th and J Street, code enforcement and planning studies. The project also includes ADA curb, gutter and sidewalk improvements, drainage, street paving and street lighting.

On December 22, 2015 the City cleared special conditions and was authorized to begin the design and construction of the street improvement project in the amount of \$1,345,349. The project design and bidding has been completed and construction should be completed near the end of 2016.

Standard practice with most grants received by municipalities, project costs are paid as reimbursement through the grant. According to staff, they do not have the cash flow necessary to begin paying project costs.

The Board of Supervisors provided direction to the County Administrator to review the City of Marysville's loan proposal and return to the Board with further information.

DISCUSSION

At the end of May 2016, the City's general fund had a negative cash balance of (\$624,000). Although the Measure C sales tax was passed on June 7, 2016, it does not go into effect until October 1, 2016 and the City will not see much revenue until later in the year. In order to complete the street improvement project, the City is requesting a short-term loan that would provide the cash needed to complete the project. Repayment of the loan will come from reimbursement from the State HCD grant to the City and paid to the County.

Through discussions between the County Administrator, Treasurer-Tax Collector, Auditor-Controller and City staff, a draft agreement was assembled for consideration by the City Council and Board of Supervisors. The agreement (attached) provides for the following.

- The County will loan the City the principal amount of \$700,000 to be paid by ACH wire to the City no later than September 1, 2016.
- The City will pay the County, no later than February 28, 2017 the principal amount, 1% interest per annum on the total amount borrowed and 1% of the total loan amount (\$7,000.00) in administrative fees.
- Security for the loan will be the Cities property tax apportionments (which annually exceeds the loan amount).

FISCAL IMPACT

There is no fiscal impact to the County per the agreement as written. The principal borrowing amount of \$700,000 will be loaned from Trust Fund 188, Countywide Traffic Impact Fees.

LOAN AGREEMENT

(378-0816) Appro... - 3 of 6

This loan agreement is made, effective when executed by the parties hereto, between the City of Marysville a municipal corporation and city (herein after "City") in the county of Yuba, State of California and the County (herein after "County") of Yuba, a political subdivision of the State of California.

RECITALS

The City has received a contract agreement with the State of California Department of Housing and Community Development for an apportionment in grant funds for the construction of street improvements, code enforcement and planning studies.

The City's cash flow is limited and the County is willing to provide the City with a loan for cash needed to complete the project and request reimbursement from the State of California to repay the loan. The City and County will meet every two months to review cash flow needs on the City's street improvement project.

In consideration of the matter described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE
AMOUNT OF LOAN; INTEREST

County will loan the City the principal amount of \$700,000.00. The City will borrow such amount on the following terms:

The City will request the loan funds by a written request to the County Treasurer. The funds shall be advanced via ACH wire transfer to the City. The loan shall be advanced September 1, 2016 and the City shall repay the principal and accrued interest on or before February 28, 2017. The loan shall bear interest at the rate of 1% per annum. In addition the City will pay an administrative fee of 1% of the loan amount (\$7,000.00).

SECTION TWO
PAYMENT

The City will issue a warrant for the total amount of principal, administrative fee and interest at 1% from September 1, 2016 through date of payment but not later than February 28, 2017. The City shall have the right to prepay all or any part of each loan without penalty at any time.

SECTION THREE
ACCELERATION OF INDEBTEDNESS

The principal and indebtedness owing on any indebtedness made and arising under this loan shall immediately become due and payable without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the City, in the event that the City without written consent, defaults in the performance or observance of any of the above agreements.

SECTION FOUR
NOTICES TO PARTIES

Any notice required or authorized to be given pursuant to this agreement shall be sufficiently given if mailed certified return receipt requested to:

- The City: Walter Munchheimer, City Manager
 526 C Street
 Marysville, CA 95901
- The County: Robert Bendorf, County Administrator
 915 8th. Street
 Marysville, CA 95901

SECTION FIVE
SECURITY

In the event of default in the payment of interest, administrative fees or any of the principle installments of the notes give pursuant to this agreement when the same shall be due either according to the terms of the notes or acceleration pursuant to any of the provisions of this agreement, than in any such events on demand of County, City will give County such security for payment of installments, it's property tax apportionments which shall serve as collateral for all loans taken pursuant to this agreement.

SECTION SIX
ATTORNEY'S FEES ON DEFAULT

If City shall default in any of its obligations under this agreement, the City shall pay reasonable attorney's fees and other costs that may be reasonably incurred on account of such breach.

SECTION SEVEN
GOVERNING LAW

This agreement shall be construed in accordance with and governed by the laws of the State of California and may be executed in several counter parts, each of which shall be an original and all collectively shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF MARYSVILLE

By: _____
Ricky Samayoa, Mayor
City of Marysville

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Billie Fangman
City Clerk

By: _____
Brant Bordsen
City Attorney

COUNTY OF YUBA

By: _____
Roger Abe, Chairman
Yuba County Board of Supervisors

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Donna Stottlemeyer
Clerk of the Board of Supervisors

By:  _____
Angela Morris-Jones
County Counsel

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The County of Yuba



379-0816

10:30 A.M. (379-... - 1 of 2


MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director 

RE: Yuba County Workforce Planning – 10 year update

DATE: August 23, 2016

RECOMMENDATION

Receive presentation regarding the County's workforce planning efforts and provide direction as appropriate.

BACKGROUND

In 2006, Yuba County identified the urgent need to assess and address significant demographic shifts impacting demands for County services. County staff and leadership engaged in a comprehensive Workforce Planning effort facilitated by Municipal Resource Group (MRG).

The County used the 2006 report as a work plan to guide succession planning, changes in personnel practices and more creative staff development strategies during the past decade. An Organizational Excellence Committee was established which led many successful initiatives including the establishment of three levels of leadership training targeted toward every employee in the County.

DISCUSSION

The County has engaged MRG to complete another workforce analysis in order to provide a snapshot of the demographics of our current workforce and gauge the success of the initiatives that followed the 2006 report.

FISCAL IMPACT

There is no fiscal impact. This item is informational in nature.

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



380-0816
(380-0816) Appro... - 1 of 6

6100 STREET, STE 115
MARYSVILLE, CA 95901

(530) 749-7860 • PHONE
(530) 749-7864 • FAX

TO: The Board of Supervisors

FROM: Jill Abel, Human Resources Director
Robert Bendorf, County Administrator

DATE: August 23, 2016

SUBJECT: Consideration of YCPPOA and MSA Labor Agreement application of benefits and benefits specific to Unrepresented Safety Management employees

RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve the following benefits and application of such to Unrepresented Safety Management Classifications, and;
2. Approve amendment to the Classification System- Base Salary/Hourly Schedule to be effective August 1, 2016.

BACKGROUND:

The Labor Agreements between the County and the Yuba County Probation Peace Officers Association (YCPPOA) and the Law Enforcement Management/Supervisory Association (MSA) terminated June 30, 2016. Successor Agreements were successfully negotiated with an effective date of July 1, 2016. The County and YCPPOA and MSA have agreed to a new three-year Agreement beginning July 1, 2016, and ending June 30, 2019. The YCPPOA Agreement was approved by the Board of Supervisors on July 12, 2016. The MSA Agreement was approved by the Board of Supervisors on July 26, 2016.

Consistent with previous Agreements for Miscellaneous and Safety employees, benefits are typically applied to unrepresented employees consistent with their employees' respective affiliation.

DISCUSSION:

The following is a summary of the YCPPOA and MSA Agreements affecting salary increases, equity adjustments and CalPERS retirement contributions only, and the recommended application to Unrepresented Safety Management Classifications, as stated:

Cost of Living Adjustment (COLA): The County has agreed to a 2% COLA in Fiscal Year 18/19 for both YCPPOA and MSA. (380-0816) Appro... - 2 of 6

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Equity Adjustments: The County compiled equity information on all classifications and agreed to equity adjustments in the YCPPOA and MSA contracts to address market lag. Some Probation Safety Management Classifications were identified as having a significant market lag when compared to other agencies surveyed (Butte, Yolo, Sutter and Nevada Counties). These classifications were identified for market adjustments beginning this fiscal year. Safety Management Classifications in the Sheriff's Department will have market adjustments consistent with their employees' respective affiliation.

Unrepresented: It is agreed that there will be equity adjustments for the following classifications.

1. Probation Safety Management employees (excluding Deputy Superintendent) shall receive a 6% equity adjustment on August 1, 2016, and a 2% market adjustment on July 1, 2017 and July 1, 2018.
2. Sheriff's Captain classification shall receive a 3% equity adjustment on July 1, 2017 and July 1, 2018.

CalPERS Retirement Contributions: The goal of Pension Reform is to have employees and employers share in the costs of ongoing retirement contributions. YCPPOA and MSA Classic Safety employees have agreed to contribute an additional 1.5% toward the employer's CalPERS pension cost in Fiscal Year 17/18 and an additional 1.5% in Fiscal Year 18/19.

Unrepresented: The same increased share of pension costs for Classic Safety members is applied to Unrepresented Classic Safety Management employees.

For the 2016/2017 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Safety Classic members is 34.759% of PERSable payroll. Safety Classic employees pay 9% of the cost and the County pays the remaining 25.759%.

Effective July 1, 2017, Unrepresented Safety Classic members shall pay an additional 1.5% toward the employer's CalPERS pension contribution, increasing the employee contribution to 10.5%.

Effective July 1, 2018, Unrepresented Safety Classic members shall pay an additional, 1.5% toward the employer's CalPERS pension contribution, increasing the employee contribution to 12%.

Other Contract Provisions

The County and YCPPOA, and MSA, were successful in negotiating other items in each respective Agreement. The following is a list of other items affecting Unrepresented Safety Management employees in the Probation Department and/or Sheriff's Department:

Job Protected Leave: The County will provide job protected leave as mandated by Federal and State law. All accrued or available leave will run concurrently with job protected leave unless an employee elects the following exception: **Workers Compensation/Job Protected Leave/SDI**

Exception: An employee on workers' compensation/job protected leave/SDI may make an irrevocable choice before sick leave is exhausted not to use vacation hours to supplement disability benefits.

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Medical Opt Out Provision: Increase the "Opt Out" provision to \$250/month.

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Merit/Longevity: Delineated the difference between "Merit" and "Longevity".

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Conversion to Deferred Compensation: The ***Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9, Section 9.11 Conversion to Deferred Compensation*** provision no longer applies.

Unrepresented: The same would apply to Unrepresented Safety Management employees.

Bilingual Pay: The practices and procedures related to bilingual pay were formalized.

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Vacation Maximum Accrual: Vacation leave shall accumulate to a maximum limit of 350 hours. For MSA employees, the maximum vacation accrual is 350 hours for employees hired after 7/1/86. For MSA employees hired before 7/1/86, the maximum vacation accrual is 2 years.

Unrepresented: The same benefit applies to Unrepresented Safety Management employees. Unrepresented Safety Management employees in the Sheriff's Department hired after 7/1/86, shall have a maximum vacation accrual of 350 hours, and those hired before 7/1/86 shall have a maximum vacation accrual of 2 years.

Sick Leave Provisions: Procedural changes were made to the sick leave provisions to address State and/or Federal mandates and to provide uniformity across the County.

Unrepresented: The same benefit applies to Unrepresented Safety Management employees.

Probationary Periods: All probationary periods shall run from the 1st day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three calendar days of the month, then the probationary period will run from the first of that month. Evaluations during the non-probationary period would then revert to the Service Computation Date (SCD) instead of the Position date.

Unrepresented: The same provision applies to Unrepresented Safety Management employees.

Military Leave: Refer to the Military Leave provision outlined in **Article 16 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba**. The County provides Military Leave as mandated by State and Federal law.

Unrepresented: The same applies to Unrepresented Safety Management Employees.

Definitions were changed to address Federal and/or State law mandates as well as to improve internal practices and procedures.

Unrepresented: The same definitions apply to Unrepresented Safety Management employees.

Payment: Rules regarding processing of payroll shall be established by the Auditor/Controller.

Unrepresented: The same applies to Unrepresented Safety Management employees.

Educational Incentive: Established varying monthly educational incentive flat rates based on classification title.

Unrepresented: The same applies to Unrepresented Safety Management employees in the Sheriff's Department as follows: Sheriff's Captain AA-\$185 or BA-\$365; Undersheriff AA-\$235 or BA-\$470; and Sheriff/Coroner AA-\$270 or BA-\$535. As current incumbents vacate, the educational incentive thereafter will be AA-\$165 or BA-\$330.

"Y-rated" Salary: Y-rate provision no longer applies to layoff or ADA accommodations.

Unrepresented: The same provision applies to Unrepresented Safety Management employees.

FISCAL IMPACT:

The overall projected cost over three years is estimated to be approximately \$67,000 General Fund and approximately \$72,400 Non-General Fund.

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

IN RE:

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM – BASIC SALARY/
HOURLY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule shall be amended as follows effective **August 1, 2016**:

DELETE:

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	7,513	43.34	E	9410.PB
CPRO	CHIEF PROBATION OFFICER	8	8,707	50.23	E	9410.PB
PPMG	PROBATION PROGRAM MANAGER	8	5,590	32.25	E	9410.PB
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	6,353	36.65	E	9410.PB

ADD:

CODE	CLASSIFICATION	UNIT	BASE	HRLY	OT CODE	WC CODE
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	7,964	45.95	E	9410.PB
CPRO	CHIEF PROBATION OFFICER	8	9,230	53.25	E	9410.PB
PPMG	PROBATION PROGRAM MANAGER	8	5,926	34.19	E	9410.PB
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	6,735	38.86	E	9410.PB

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

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AGENDA**Public Meeting**

**Central Valley Regional
Water Quality Control Board**

Clerk/Board of Supervisor

RECEIVED

AUG 05 2016



Wednesday,

(381-0816) Notic... - 1 of 8

CV-SALTS WORKSHOP

Thursday, August 18, 2016 – 9:00 a.m.

Friday, August 19, 2016 – 9:00 a.m.

BOARD MEETING

11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670

WEBCAST OF BOARD MEETING

Live video broadcast of this meeting will be available at: <http://www.calepa.ca.gov/Broadcast/>

The Central Valley Board strives to conduct accessible, orderly, and fair meetings. The Board abides by the following rules when conducting its meetings:

- No person is required to register their name or provide other information to the Board in order to attend a Board meeting. Completing an attendance card is voluntary, unless you wish to testify before the Board.
- Anyone speaking to the Board will be requested to complete an attendance card.
- Anyone testifying in permit and enforcement actions will be required to complete an attendance card and affirm that any testimony that they provide is the truth by taking an oath.
- Items on this Agenda are numbered for identification purposes only; the Board may consider these items out of their listed order.
- Any item scheduled for the first day of a multi-day Board meeting may be delayed or continued to the next day, and items may also be moved from the second day to the first day. The Board may remove items from this Agenda without prior notice.
- If the Board lacks a quorum, the Board may conduct a hearing as a Panel Hearing. However, the Board will not take final action on such an item until a quorum of the Board is present.

Copies of the items to be considered by the Central Valley Water Board are posted on the Board's website at: http://www.waterboards.ca.gov/centralvalley/board_decisions/tentative_orders/

Board agendas and the minutes of prior meetings are posted on the Board's website at: http://www.waterboards.ca.gov/centralvalley/board_info/meetings/

Questions regarding individual items should be directed to the Board staff person whose name and phone number are indicated with the agenda item. If no staff person is listed, or for general questions, please contact Ms. Kiran Lanfranchi-Rizzardi at: (916) 464-4839 or klanfranchi@waterboards.ca.gov

The Board meeting will be conducted at a facility that is accessible to people with disabilities. Individuals requiring special accommodations are asked to contact Ms. Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

A list of applications for Water Quality Certifications, which the Board issues pursuant to Section 401 of the Clean Water Act, can be found at: http://www.waterboards.ca.gov/centralvalley/public_notices/ or can be obtained by calling the Board at: (916) 464-3291.

ELECTRONIC PRESENTATIONS

PowerPoint and other electronic presentations are frequently presented at the Board Meetings. Please e-mail presentations to the Board's Webmaster at webmaster5@waterboards.ca.gov at least 24 hours in advance, or bring your files either on a USB Flash Drive or CD-ROM and give them to Board Staff prior to the start of the meeting.

**WEDNESDAY AUGUST 17, 2016 – 9:00 A.M.
CV-SALTS WORKSHOP**

Workshop to Discuss Potential Amendments to the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin to Support the Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS) Initiative

1. Introductions, Pledge of Allegiance.
2. Meeting Rules and Procedures
3. Public Forum – *Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board*

BASIN PLANNING

4. Discussion of a draft Basin Plan amendment that would set salinity water quality objectives in a reach of the Lower San Joaquin River (LSJR) and that would add to, or modify, an existing implementation program related to the Control Program for Salt and Boron Discharges into the LSJR – *Informational Item Only* [Anne Littlejohn (916) 464-4840]
5. Discussion of a draft Basin Plan amendment that would establish a water body categorization framework in the Water Quality Control Plan for the Sacramento River and San Joaquin River Basins and in the Water Quality Control Plan for the Tulare Lake Basin that the Board could utilize to determine the appropriate application of, and level of protection for, the Municipal and Domestic Supply (MUN) beneficial use in different types of agriculturally-dominated surface water bodies – *Informational Item Only* [Anne Littlejohn (916) 464-4840]
6. Discussion of a draft Basin Plan amendment to the Water Quality Control Plan for the Tulare Lake Basin that would de-designate the Municipal and Domestic Supply (MUN) and the Agricultural Supply (AGR) beneficial uses from groundwater within horizontally and vertically delineated areas underlying a portion of the historic Tulare Lake Bed – *Informational Item Only* [Pam Buford (559) 445-5576]

THURSDAY AUGUST 18, 2016– 9:00 A.M.

1. Introductions, Pledge of Allegiance, and approval of minutes of the June 22-24 Board Workshop and Board meeting
2. Meeting Rules and Procedures
3. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
4. Public Forum – *Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board*
5. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)
 - a. The board will be updated on the recent cyanobacteria blooms in Shasta and Britton Lakes and Discovery Bay

OTHER BUSINESS

6. Potential Basin Plan Amendments and TMDLs for the Control of Pyrethroid Pesticide Discharges – *Board Workshop* [Danny McClure (916) 464-4751]

ENFORCEMENT

7. Morning Star Packing Company, L.P. and Fred Gobel, The Morning Star Tomato Packing Plant, Colusa County – *Consideration of Amending Cease and Desist Order R5-2016-0007* [Guy Childs (916) 464-4648]

WASTE DISCHARGE REQUIREMENTS

8. Strathmore Community Service District, Wastewater Treatment Facility, Tulare County – *Consideration of Revision of Order 85-024* [Scott Hatton (559) 444-2502]

NPDES PERMITS

9. City of Colusa, Colusa Wastewater Treatment Plant, Colusa County – *Consideration of NPDES Permit Renewal (NPDES Permit CA0078999)* [Brian Taylor (916) 464-4824]

ENFORCEMENT

10. Sweeney, James G. and Amelia M., Sweeney Dairy, Tulare County – *Consideration of Administrative Civil Liability Order* [Dale Essary (559) 445-5093]

FRIDAY, AUGUST 19, 2016 – 9:00 A.M.

11. Introductions, Pledge of Allegiance.
12. Meeting Rules and Procedures.
13. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken.
14. Public Forum – *Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board (3 minute time limit per subject)*
15. State Board Liaison update-Informational item only
16. Executive Officer's Report
(http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)
17. The Board will be asked to approve items 20 through 25 to with no discussion if no one is here to testify about them.

WASTE DISCHARGE REQUIREMENTS

18. Waste Discharge Requirements General Orders for Oil Field Dischargers to Land within the Tulare Lake Basin – *Consideration of Adoption of New Waste Discharge Requirements* [Hossein Aghazeynali (559) 445-6194]

OTHER BUSINESS

19. East San Joaquin Water Quality Coalition, Groundwater Quality Management Plan and Nitrogen Management Plan Summary Report Analysis – *Informational Item Only* [Dana Kulesza (916) 464 4847]

UNCONTESTED CALENDAR

(Cal. Code Regs., tit. 23, § 647.2, subd. (f).)

Uncontested items are those items that are not being contested at the Board Meeting and will be acted on without discussion. If any person or Board Member requests discussion, the item may be removed from the Uncontested Calendar and taken up in the regular agenda in an order determined by the Board Chair.

OTHER BUSINESS

20. Managed Wetlands Resolution – *Consideration of a Resolution for Developing a Strategy for Regulation of Managed Wetlands*

21. NPDES PERMITS

- a. Calaveras County Water District and Saddle Creek Golf Course L.P., Copper Cove Wastewater Reclamation Facility, Calaveras County, Order R5-2013-0072 (NPDES Permit CA0084620) (*Amendment*) and Time Schedule Order R5-2012-0055 (*Rescission*)
- b. Shasta County CSA No. 17, Cottonwood WWTP, Shasta County, (NPDES Permit CA0081507) (*Renewal*)
- c. San Andreas Sanitary District, Wastewater Treatment Plant, Calaveras County, Order R5-2014-0104 (NPDES Permit CA0079464) (*Amendment*) and Time Schedule Order R5-2014-0900 (*Amendment*)

22. WASTE DISCHARGE REQUIREMENTS

- a. Oakwood Lake Water District, Wastewater Treatment Plant, San Joaquin County, Order R5-2016-0114-002 (*Amendment*)
- b. Sierra Foothill Conservancy, Bean Creek Meadow Restoration Project, *Consideration of a Resolution Approving an Initial Study and Mitigated Negative Declaration (New)*
- c. Solano County Department of Resource Management Environmental Health Services Division, Solano County, *Consideration of Resolution to Approve Local Agency Management Program (New)*
- d. Yolo County Department of Community Services Environmental Health Division, Yolo County, *Consideration of Resolution to Approve Local Agency Management Program (New)*

23. CEASE AND DESIST ORDER/TIME SCHEDULE ORDER RESCISSION

- a. The Madison Community Services District, Yolo County, *Rescission of California Water Code Section 13308 Time Schedule and Cease and Desist Order R5-2007-0020*

24. WASTE DISCHARGE REQUIREMENTS – RESCISSIONS

- a. Doctor's Park Owners' Association, Inc., Siskiyou County, Order 94-095
- b. Feather River Hospital, Butte County, Order 94-016
- c. Harrison Gulch Ranger Station, Tehama County, Order 86-093
- d. Modoc Joint Unified School District, Alturas High School Geothermal Project, Order R5-2011-0044 (NPDES Permit CA0082406)
- e. Northern Recycling, LLC, Northern Recycling Compost -Zamora Facility, Yolo County, Order R5-2015-0081
- f. Rio Alto Water District, Lake California WWTP, Order R5-2010-0103 (NPDES Permit CA0077852)
- g. Valley Children's Hospital Wastewater Treatment Facility Order 95-244, adopted on 27 October 1995, and Special Order R5-2005-0065

25. CHANGE OF NAME/OWNERSHIP

- a. Ken Jefferies, Angels Camp RV & Camping Resort, Calaveras, 92-011
- b. Lake Shasta MHP, Waste Discharge Requirement Order 97-010-DWQ-R5141, Shasta County
- c. Audie Foster, Dunnigan Wastewater Treatment Facility, Yolo County, R5-2010-0013

CLOSED SESSION

(381-0816) Notic... - 5 of 8

The Board may meet in closed session to consider personnel matters (Gov. Code, § 11126 subd. (a), to deliberate on a decision to be reached based upon evidence introduced in a hearing (Gov. Code §, 11126, subd. (c)(3).), or to discuss matters in litigation, including discussion of initiated litigation, significant exposure to litigation, or decisions to initiate litigation (Gov. Code, § 11126, subd. (e)). Current litigation involving the Board:

Litigation filed against the Central Valley Water Board and/or the State Water Board:

- a. Cleanup and Abatement Order Issued for the Cleanup of Dixon Park in 2005 – *ConAgra Foods and Monfort, Inc. v. Central Valley Water Board* (Solano County Sup. Ct., Case No. FCS027420)
- b. NPDES Permit Issued to Sacramento Regional Wastewater Treatment Plant in 2010 – *California Sportfishing Protection Alliance v. Central Valley Water Board et al.* (Sacramento County Sup. Ct., Case No. 34-2013-80001358)
- c. Administrative Civil Liability Orders R5-2011-0068, R5-2012-0070, R5-2013-0091, R5-2014-0119 and 13267 Order Requiring Monitoring of the Sweeney Dairy – *James G. Sweeney, et al. v. State Water Board, et al.* (Fresno County Sup. Ct. Case No. 15CEG02063)
- d. Administrative Civil Liability Order Issued to Henry Tosta Dairy in 2013 – *Henry J. Tosta, et al. v. Central Valley Water Board, et al.* (San Joaquin County Sup. Ct., Case No. 39-2014-00318863-CU-WM-STK)
- e. Administrative Civil Liability Order Issued for Mandatory Minimum Penalties to Malaga County Water District in 2013 – *Malaga County Water District v. Central Valley Water Board et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03576, removed to Madera County Sup. Ct., Case No. MCV071280)
- f. Dairy General Waste Discharge Requirements, Reissued in 2013 – *Asociación de Gente Unida por el Agua et al. v. Central Valley Water Board* (Ca. Ct. of Appeal. 3rd DCA, Case No. C066410; Sacramento County Sup. Ct., Case No. 34-2008-00003604)
- g. Cleanup and Abatement Order Issued for Cleanup of Walker Mine in 2014 – *Atlantic Richfield Company v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2014-80001875)
- h. Cleanup and Abatement Order Issued for Cleanup of Mt. Diablo Mercury Mine in 2014 – *Sunoco, Inc. v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2016-80002282)
- i. NPDES Permit and Cease and Desist Order Issued to Malaga County Water District in 2014 – *Malaga County Water District v. State Water Resources Control Board, et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03919, removed to Madera County Sup. Ct., Case No. MCV071279)
- j. 13267 Order Issued to Modus, Inc. in 2015 – *Modus, Inc. v. California Department of Conservation, Division of Oil, Gas, and Geothermal Resources; Central Valley Water Board* (Fresno County Sup. Ct., Case No. 15CECG03668)
- k. Administrative Civil Liability Order Issued to Christopher Cordes, Eddie Axner, and Eddie Axner Construction, Inc. in 2015 – *Eddie Axner Construction, Inc. and Eddie Axner v. Central Valley Water Board* (Shasta County Sup. Ct., Case No. 183576)
- l. Administrative Civil Liability Order Issued to Sarbjit & Satwant Athwal in 2015 – *Athwal v. Central Valley Regional Water Quality Control Board* (Stanislaus County Superior. Court, Case No. 2017515)
- m. Administrative Civil Liability Order Issued to Morning Star Packing Company, L.P., in 2016 - Morning Star Packing Company, L.P. v. California Regional Water Quality Control Board, Central Valley Region, et al. (Colusa County Superior Court, Case No. 24162)

Litigation filed by the Central Valley Water Board against other parties:

- a. Aerojet Cleanup – *Central Valley Water Board et al. v. Aerojet-General Corp. et al.* (Sacramento County Sup. Ct., Case No. 286073, consolidated with Case Nos. 288302 and 291981); *Central Valley Water Board et al. v. Aerojet-General Corp. et al.* (EDCal, Case No. CIV-S-86-0064-EJG) consolidated with *U.S. v. Aerojet-General Corp. et al.*, (EDCal, Case No. CIV-S-86-0063-EJG)
- b. Bonzi Landfill – *Central Valley Water Board v. Ma-Ru Holding Company et al.* (Stanislaus County Sup. Ct., Case No. 643740)
- c. Injunctive Relief for Tosta Dairy – *Central Valley Water Board v. Henry J. Tosta et al.* (San Joaquin County Sup. Ct., Case No. 39-2014-00318144-CU-MC-STK)
- d. Orland Sand and Gravel Facility – *People ex rel. Central Valley Water Board, Dept. of Fish and Wildlife v. Orland Sand and Gravel Corp. et al.* (Glenn County Sup. Ct., Case No. 15CV01436)
- e. Greener Globe Landfill – *People ex rel. Central Valley Water Board v. A Greener Globe Corporation* (Placer County Sup. Ct., Case No. SCV13231)

Petitions for Review of Central Valley Water Board Actions filed with State Water Board:

- a. City of Stockton, WDRs Order R5-2014-0070 [NPDES No. CA0079138] and Time Schedule Order R5-2014-0071 (State Water Board File No. A-2315)
- b. City of Tracy, WDRs Order R5-2012-0115 [NPDES Permit No. CA0079154] (State Water Board File No. A-2238)
- c. Eastern San Joaquin Irrigated Lands General Waste Discharge Requirements, Order R5-2012-0116 – Petitions filed by California Sportfishing Alliance et al.; San Joaquin County Resource Conservation District et al.; and Asociacion de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2239(a) through (c))
- d. Irrigated Lands General Waste Discharge Requirements for Individual Growers, Order R5-2013-0100 – Petition filed by Kern River Watershed Coalition Authority and Paramount Farming Company, LLC (State Water Board File No. A-2269)
- e. Sacramento River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0030 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2302)
- f. San Joaquin County and Delta Area Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0029 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2301)
- g. Tulare Lake Basin Area Irrigated Lands General Waste Discharge Requirements, Order R5-2013-0120 – Petitions filed by Southern San Joaquin Valley Water Quality Coalition et al., Michael and Yvonne LaSalle, and Asociación de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2278(a) through (c))
- h. West San Joaquin River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0002 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2292)
- i. Valley Water Management Company, Cease and Desist Order R5-2015-0093 – Petitions filed by Valley Water Management Company, Clean Water Action, and the Central California Environmental Justice Network (State Water Board File Nos. A-2148(a), A-2148(b), and A-2148(c))
- j. Malaga County Water Dist., ACL Order R5-2016-0022 – Petition filed by Malaga County Water Dist (State Water Board File No. A-2479)
- k. Sacramento County Sanitation District, WDRs Order R5-2016-0020 [NPDES No. CA0077682] – Petition filed by California Sportfishing Protection Alliance (State Water Board File No. A-2480)

MEETING PROCEDURES

The Central Valley Water Board circulates item-specific Notices and/or Hearing Procedures along with drafts of its Orders and Amendments. If there is a conflict between an item-specific Notice or Hearing Procedure and the Meeting Procedures in this Agenda, the item-specific Notice or Hearing Procedure will control. Please contact Board staff if you do not know whether there is a Notice or Hearing Procedure for a specific item.

The statutes and regulations that govern the Central Valley Water Board's meetings can be found at: http://www.waterboards.ca.gov/laws_regulations/

All persons may speak at a Central Valley Water Board meeting, and are expected to orally summarize their written submittals. Oral presentations will be limited in time by the Board Chair, and a timer may be used. Where speakers can be grouped by affiliation or interest, such groups are expected to select a spokesperson and to not be repetitive. The Board will accommodate spokespersons by granting additional time if other group members will not also be speaking.

Written materials that are received after deadlines set by item-specific Notices and/or Hearing Procedures will not generally be admitted. Any person requesting to submit late materials must demonstrate good cause, and the Chair must find that the admission of the late materials would not prejudice the Central Valley Water Board or any designated party. The Chair may modify this rule to avoid severe hardship.

PROCEDURE FOR HEARINGS IN ADJUDICATIVE MATTERS

(Including the issuance of Waste Discharge Requirements, NPDES Permits, Conditional Waivers, and certain Enforcement Orders, including Cleanup and Abatement and Administrative Civil Liability Orders)

The regulations for adjudicative proceedings are found in California Code of Regulations, title 23, sections 648 et seq. An adjudicative proceeding is a hearing to receive evidence for the determination of facts pursuant to which the Board formulates and issues a decision.

Evidence: Adjudicative hearings are not conducted according to the technical rules of evidence; the Board will accept any evidence that is reasonably relevant. It is the policy of the Board to discourage the introduction of surprise testimony and exhibits. Hearsay evidence may be used to supplement or explain other evidence.

Designated Parties: Designated Parties are persons named in a proposed order, anyone who requests designated party status and is so designated by the Board, and, for prosecutorial matters, the Board's Prosecution Team. Designated Parties have the right to call and examine witnesses, receive witness lists from other Designated Parties, introduce exhibits, cross-examine opposing witnesses, rebut evidence, make or oppose evidentiary objections, and make opening and/or closing statements.

Interested Persons: All persons who wish to participate in the hearing but who are not Designated Parties are Interested Persons. Interested Persons may present non-evidentiary policy statements or comments, either orally or in writing, but will not be subject to cross-examination. Interested Parties may be asked to respond to clarifying questions from the Board, staff, or others.

Order of Proceeding: for adjudicative hearings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Testimony by Board staff, followed by testimony by Designated Parties named in the Order or Permit, followed by testimony of other Designated Parties
- Cross-examination of Board staff, followed by cross-examination of Designated Parties named in the Order or Permit, followed by cross-examination of other Designated Parties
- Statements of Interested Persons
- Closing statement by Designated Parties other than those named in the Order or Permit, then closing statement by Designated Parties named in the Order or Permit, followed by closing statement by Board staff
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board

Closing statements are not to be used to introduce new evidence or testimony. Persons wishing to introduce exhibits (i.e., maps, charts, photographs) must leave them with the Board.

PROCEDURE FOR RULEMAKING AND INFORMATIONAL PROCEEDINGS

(381-0816) Notic... - 7 of 8

(Including Basin Planning, Rulemaking, Setting of Policy, and Workshops)

The regulations for rulemaking and informational proceedings are found in California Code of Regulations, title 23, sections 649 et seq. Rulemaking proceedings include hearings designed for the adoption, amendment, or repeal of any rule, regulation, or standard of general application. Informational proceedings include any hearings designed to gather and assess facts, opinions, and other information relevant to any matters within the jurisdiction of the Boards and whose primary purposes are to assist the Boards in the formulation of policy or guidelines for future Board action, to inform the public of Board policies, reports, orders, plans, or findings, and to obtain public comment and opinion with respect to such policies, reports, orders, plans, or findings, or to adopt such policies, reports, orders plans, or findings.

For rulemaking and informational proceedings, the Board does not distinguish between Designated Parties and Interested Persons; the Board will accept any evidence that is reasonably relevant, provided that it is submitted in accordance with any item-specific Notice or Hearing Procedure.

Order of Proceeding: for rulemaking and informational proceedings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Opening statement by the Board summarizing the subject matter and purpose of the proceeding
- Presentation by Board staff
- Presentations by all other persons
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board (as appropriate)

PETITION PROCEDURE

Any person aggrieved by an action of the Central Valley Water Board may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of the issuance of the Order, except that if the thirtieth day following the issuance of the Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality

or will be provided upon request.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION**

(381-0816) Notic... - 8 of 8

The primary duty of the Central Valley Water Board is to protect the quality of the waters within the Central Valley Region for all beneficial uses. This duty is implemented by formulating and adopting water quality plans for specific ground or surface water basins and by prescribing and enforcing requirements on all agricultural, domestic, and industrial waste discharges. Specific responsibilities and procedures of the Boards and the State Water Resources Control Board are contained in the Porter-Cologne Water Quality Control Act.

BOARD MEMBERS	CITY OF RESIDENCE	TERM EXPIRES
Jon Costantino	Grass Valley	9/30/2019
Carmen L. Ramirez*	Atwater	9/30/2017
Karl E. Longley	Fresno	9/30/2017
Robert Schneider	Davis	9/30/2018
Denise Kadara	Allensworth	9/30/2018

*Public member in accordance with Water Code section 13201(c)

Pamela C. Creedon, **Executive Officer**
Kiran Lanfranchi-Rizzardi, **Administrative Assistant II/Clerk to the Board**
Patrick Pulupa, **Attorney III**
Stephanie Yu, **Attorney III**
Andrew Deeringer, **Attorney I**

SACRAMENTO OFFICE

11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114
Telephone: (916) 464-3291
Fax: (916) 464-4758

Assistant Executive Officers:

Adam Laputz
Andrew Altevogt
Linda Bracamonte

Supervisors:

Bob Chow
Brett Braidman
Brian Newman
David King
Jeanne Chilcott
Nichole Morgan
Robert Busby
Stewart Black
Sue McConnell
Wendy Wyels

Seniors:

Anne Littlejohn	Kari Holmes
Brett Stevens	Marie McCrink
Charlene Herbst	Marty Hartzell
Cori Condon	Michelle Wood
Daniel McClure	Patrick Morris
Elizabeth Lee	Scott Armstrong
Gerald Djuth	Steve Rosenbaum
Howard Hold	Steven Meeks
Jim Marshall	Susan Fregien
Josh Palmer	
Joe Mello	

FRESNO OFFICE

1685 E Street
Fresno, CA 93706
Telephone: (559) 445-5116
Fax: (559) 445-5910

Assistant Executive Officer:

Clay Rodgers

Supervisors:

Dale Harvey
Doug Patteson
Lonnie Wass

Seniors:

Alan Cregan	Russell Walls
Dale Essary	Scott Hatton
Daniel Carlson	Shelton Gray
David Sholes	Warren Gross
Matt Scroggins	
Ron Holcomb	

REDDING OFFICE

364 Knollcrest Drive, Suite 205
Redding, CA 96002
Telephone: (530) 224-4845
Fax: (530) 224-4857

Assistant Executive Officer:

Clint Snyder

Supervisors:

Bryan Smith
Angela Wilson

Seniors:

Ben Letton	Jeremy Pagan
George Day	Kate Burger
George Low	

382-0816

(382-0816) Two N... - 1 of 6

Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

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AUG 12 2016

Clerk/Board of Supervisors

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



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Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
Chula Vista

August 8, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list Lassics lupine as endangered under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on August 12, 2016.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

Russell E. Burns, Member
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Fish and Game Commission



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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, on July 19, 2016, the California Fish and Game Commission (Commission) received a petition from Dave Imper, to list Lassics lupine (*Lupinus constancei*) as endangered under the California Endangered Species Act.

Lassics lupine is endemic to two of the Lassics peaks of the Six Rivers National Forest in Humboldt and Trinity counties in California: Mount Lassic (also called Signal Peak) and Red Lassic. This plant has adapted to the incredibly harsh environment found on these mountains. One of a suite of unique plants that can survive on serpentine soils (highly mineralized soils toxic to most plants, and derived from oceanic crust emplaced on continental crust), this lupine is found at elevations between 5,000 and 6,000 feet on gravel barrens with very sparse vegetation.

Pursuant to Section 2073 of the Fish and Game Code, on July 29, 2016, the Commission transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its December 7-8, 2016, meeting in San Diego.

Interested parties may contact Mr. Richard Macedo, Habitat Conservation Planning Branch Chief, California Department of Fish and Wildlife, 1700 Ninth Street, 2nd Floor, Sacramento, CA 95811, or telephone (916) 653-3861, for information on the petition or to submit information to the Department relating to the petitioned species.

August 2, 2016

Fish and Game Commission

Valerie Termini
Executive Director

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
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AUG 12 2016

Clerk/Board of Supervisors

August 8, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Final Consideration to list Townsend's big-eared bat; Northern spotted owl as threatened or endangered, and Livermore tarplant as endangered under the California Endangered Species Act. These notices will be published in the California Regulatory Notice Register on August 12, 2016.

Sincerely,


Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

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Fish and Game Commission



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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINAL CONSIDERATION OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Fish and Game Code Section 2078, the California Fish and Game Commission (Commission), has scheduled a hearing on potential listing of Townsend's big-eared bat (*Corynorhinus townsendii*) as a threatened or endangered species at its August 24-25, 2016, meeting to be heard August 25 at 8:00 a.m., or as soon thereafter as the matter may be heard. The hearing is to be held at Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, Folsom, California.

The full agenda, once published, and the video archive of previous meetings where actions were taken on the Livermore tarplant are available online at <http://www.fgc.ca.gov/meetings/>.

Pursuant to the provisions of Fish and Game Code sections 2075 and 2075.5, the Commission will consider the petition and all other information in the record before the Commission to determine whether listing Townsend's big-eared bat as a threatened or endangered species is warranted.

The petition, the Department evaluation report, and other information in the record before the Commission are posted on the Commission website at <http://www.fgc.ca.gov/regulations/2012/index.aspx#tbeb>.

Fish and Game Commission

August 2, 2016

Valerie Termini
Executive Director

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
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(382-0816) Two N... - 5 of 6

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Fish and Game Commission



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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINAL CONSIDERATION OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Fish and Game Code Section 2078, the California Fish and Game Commission (Commission), has scheduled a hearing on potential listing of Livermore tarplant (*Deinandra bacigalupii*) as an endangered species at its August 24-25, 2016, meeting to be heard August 25 at 8:00 a.m., or as soon thereafter as the matter may be heard. The hearing is to be held at Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, Folsom, California.

The full agenda, once published, and the video archive of previous meetings where actions were taken on the Livermore tarplant are available online at <http://www.fgc.ca.gov/meetings/>.

Pursuant to the provisions of Fish and Game Code, sections 2075 and 2075.5, the Commission will consider the petition and all other information in the record before the Commission to determine whether listing Livermore tarplant as an endangered species is warranted.

The petition, the Department evaluation report, and other information in the record before the Commission are posted on the Commission website at <http://www.fgc.ca.gov/regulations/2014/index.aspx#lt>.

Fish and Game Commission

August 2, 2016

Valerie Termini
Executive Director

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
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Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
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(382-0816) Two N... - 6 of 6

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CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINAL CONSIDERATION OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Fish and Game Code Section 2078, the California Fish and Game Commission (Commission), at its June 22-23, 2016, meeting in Bakersfield, California, continued the hearing on potential listing of northern spotted owl (*Strix occidentalis caurina*) as a threatened or endangered species. In so doing, the Commission added the item to its August 24-25, 2016, meeting agenda to be heard August 25 at 8:00 a.m., or as soon thereafter as the matter may be heard. The hearing is to be held at the Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, Folsom, California.

The full agenda, once published, and the video archive of previous meetings where actions were taken on the northern spotted owl are available online at <http://www.fgc.ca.gov/meetings/>.

Pursuant to the provisions of Fish and Game Code sections 2075 and 2075.5, the Commission will consider the petition and all other information in the record before the Commission to determine whether listing the northern spotted owl as a threatened or endangered species is warranted.

The petition, the Department evaluation report, and other information in the record before the Commission are posted on the Commission website at <http://www.fgc.ca.gov/regulations/2012/index.aspx#nso>.

Fish and Game Commission

August 2, 2016

Valerie Termini
Executive Director

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director


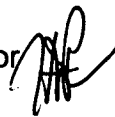
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 FAX: (530) 749-6281



(383-0816) Consi... - 1 of 2

Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director 
Homer Rice, MPH, PhD, Health Administrator 
Health & Human Services Department

DATE: August 23, 2016

SUBJECT: Authorize the Chair to Accept and Appropriate Office of Traffic Safety Grant Funds and Execute the Grant Agreement and other Documents as Required by the Grant

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to enter into Agreement with the California Office of Traffic Safety (OTS) for the period of October 1, 2016 through September 30, 2017, and further authorize the Chair of the Board to execute documents as required by the grant and to accept and appropriate grant funds.

BACKGROUND: OTS has made grant funds available through their Occupant Protection grant program to provide child passenger safety related activities. The Health and Human Services Department, through its Public Health Division, applied for and was awarded grant funds for their "Safe Traveling Around Yuba" proposal.

DISCUSSION: OTS will provide funds in the amount of \$75,000.00 for the period of October 1, 2016 through September 30, 2017. The acceptance of the funds and approval of the Grant Agreement will allow HHSD to provide child passenger safety educational classes, outreach at community events, car seat inspection events and safety seat distributions throughout the county.

FISCAL IMPACT: Approval of the Grant Agreement will not impact County General Funds.

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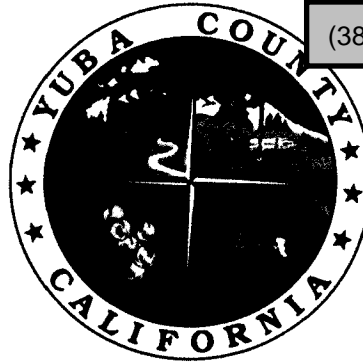
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



384-0816
(384-0816) Consi... - 1 of 10

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 23, 2016

TO: YUBA COUNTY LAND USE & PUBLIC WORKS COMMITTEE

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: TRAFFIC ORDINANCE AMENDMENT TO ESTABLISH SPEED LIMIT ON COUNTRY CLUB ROAD FROM FEATHER RIVER BLVD WESTERLY TO END OF COUNTRY CLUB ROAD

RECOMMENDATION:

Approve the attached Ordinance Amendment establishing speed limit of 30 mph on Country Club Road from Feather River Blvd westerly to end of Country Club Road.

BACKGROUND:

Residents have complained about motorists speeding on this section of Country Club Road. Currently, this road segment is not posted for a speed limit and the prima facie speed limit for roads not posted is a maximum of 55 mph.

A speed survey was conducted in July 2016 for this road and an engineering and traffic survey (ETS) was subsequently completed.

The Three Rivers Levee Improvement Authority (TRLIA) has plans to open up lands on the western side of the levee at the end of Country Club Road to the general public.

The section of Country Club Road east of Feather River Blvd has a speed limit of 35 mph per current ordinance.

DISCUSSION:

Residents have complained about the speed of motorists on this section of Country Club Road. Residents are also concerned about the potential increase in traffic and motorists' speeds when TRLIA opens up land to the general public at the westerly end of Country Club Road in the near future.

Homes on this section of the road have a density less than the required density to meet the definition of a residence district as established in the California Vehicle Code. Therefore, a prima facie speed limit of 25 mph for a residence district is not applicable. To establish a lower speed limit than 55 mph an engineering and traffic survey (ETS) has to be performed.

The results of the speed study (the raw traffic data) for this section of Country Club Road resulted in an 85th percentile speed of 31.6 mph. Rounding to the nearest 5 mph increment the initial speed limit would be 30 mph. The results of the ETS indicated that no conditions exist to reduce the 85th percentile lower than the 30 mph.

Therefore, a speed limit of 30 mph for this section of Country Club Road is more than reasonable. The speed limits will not be in effect until signs are installed.

FISCAL IMPACT:

Cost to install all of the signs is approximately \$700 which will be paid from the Road Fund.

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

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Upon the basis of the engineering and traffic survey, the Yuba County Board of Supervisors hereby determines and declares that a speed limit of 55 miles per hour is more than reasonable or safe for any person to drive a vehicle on or along the sections of roads described and set out herein and the Board hereby determines and declares that the prima facie speed limits set forth herein are more appropriate to facilitate the orderly movement of traffic and are reasonable and safe. Section 9.15.041 of Chapter 9.15 of Title IX is therefore amended as follows:

9.15.041 Country Club Road

- (a) No person shall drive a vehicle on or along Country Club Road from Feather River Road easterly to the end of Country Club Road in excess of a speed limit of 35 mile per hour.
- (b) No person shall drive a vehicle on or along Country Club Road from Feather River Road westerly to the end of Country Club Road in excess of a speed limit of 30 mile per hour.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Engineering and Traffic Survey
For
Country Club Road

Speed Survey:

Speed survey performed on 7/27/16.

Location was approximately 1500 ft. west of Feather River Blvd
114 vehicles over a 24-hr period resulted in an 85th percentile speed of 31.6 mph

Initial Rounding to 30 mph for this segment.

Traffic Collision History:

For this section of Country Club Road there have been no reported collisions within the last two years.

There is no justification for a reduction from the initial rounding of the 85th percentile speed.

Conditions not Readily Apparent to Drivers:

This section of Country Club Road is a straight roadway with relatively few roadway conditions that are not readily apparent to motorists. Driveways are easily noticeable to motorists. The only condition that may not be readily apparent to drivers is the presence of farming equipment near the roadway since the adjoining properties along this segment have active orchard operations. However, farming equipment in the roadway is infrequent and mostly during the harvest time of year. Therefore, there is no justification to reduce from the 85th percentile speed due to non-apparent conditions.

Conclusion:

Since no conditions exist to justify reducing the 85th percentile speed from the speed survey results, the speed limit on Country Club Road from Feather River Blvd to the westerly end of Country Club Road should be established at 30 mph.

Prepared By: Van Boeck

Date 8/2/16

Title: Principal Engineer

Yuba County Public Works Department

Traffic Count Analysis

Date	27	Truck %	
Month	July	10-YR T.I.	
Year	2016	20-YR T.I.	
Day	Wednesday	Peak Hour	5:00 PM
Location	Country Club Road west of Feather River Blvd		

Raw Data:

Volume (vehicles)	East =	55
	West =	59
		<u>114</u>

Average Speed (mph)	EB =	22.0
	WB =	18.0
		<u>18.0</u>

85th Percentile Speed (mph)	EB =	32.5
	WB =	30.7
		<u>30.7</u>

Calculated Data:

Average Speed = 19.9

85th Percentile Speed = 31.6

Speed Limit = 55

AADT = 104

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Olivehurst
Street: Country Club Rd - West of FRB**

A study of vehicle traffic was conducted with the device having serial number 302015. The study was done in the WB lane at Country Club Rd - West of FRB in Olivehurst, CA in Yuba county. The study began on 27/07/2016 at 12:00 PM and concluded on 28/07/2016 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 30 minute time periods. The total recorded volume showed 59 vehicles passed through the location with a peak volume of 12 on 27/07/2016 at [17:30-18:00] and a minimum volume of 0 on 27/07/2016 at [13:00-13:30]. The AADT count for this study was 59.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 9 MPH range or lower. The average speed for all classified vehicles was 18 MPH with 1.79% vehicles exceeding the posted speed of 55 MPH. 1.79% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 9MPH and the 85th percentile was 30.71 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
14	13	6	8	5	7	1	0	1	0	0	0	1	0	0					

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 28 which represents 50 percent of the total classified vehicles. The number of Vans & Pickups in the study was 21 which represents 38 percent of the total classified vehicles. The number of Busses & Trucks in the study was 1 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 6 which represents 11 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >												
28	10	11	1	0	3	0	3												

CHART 2

HEADWAY

During the peak traffic period, on 27/07/2016 at [17:30-18:00] the average headway between vehicles was 138.462 seconds. During the slowest traffic period, on 27/07/2016 at [13:00-13:30] the average headway between vehicles was 1800 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 32.00 degrees F.

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Olivehurst
Street: Country Club Rd - West of FRB**

A study of vehicle traffic was conducted with the device having serial number 302032. The study was done in the EB lane at Country Club Rd - West of FRB in Olivehurst, CA in Yuba county. The study began on 27/07/2016 at 12:00 PM and concluded on 28/07/2016 at 12:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 30 minute time periods. The total recorded volume showed 55 vehicles passed through the location with a peak volume of 13 on 27/07/2016 at [17:30-18:00] and a minimum volume of 0 on 27/07/2016 at [13:00-13:30]. The AADT count for this study was 55.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 9 MPH range or lower. The average speed for all classified vehicles was 22 MPH with 5.66% vehicles exceeding the posted speed of 55 MPH. 5.66% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 9MPH and the 85th percentile was 32.50 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
13	6	9	6	8	6	0	1	1	0	0	0	0	2	1					

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 26 which represents 49 percent of the total classified vehicles. The number of Vans & Pickups in the study was 10 which represents 19 percent of the total classified vehicles. The number of Busses & Trucks in the study was 10 which represents 19 percent of the total classified vehicles. The number of Tractor Trailers in the study was 7 which represents 13 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >												
26	8	2	4	6	2	1	4												

CHART 2

HEADWAY

During the peak traffic period, on 27/07/2016 at [17:30-18:00] the average headway between vehicles was 128.571 seconds. During the slowest traffic period, on 27/07/2016 at [13:00-13:30] the average headway between vehicles was 1800 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 32.00 and 32.00 degrees F.

ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTION 9.15.041 OF
CHAPTER 9.15 OF TITLE IX OF THE
YUBA COUNTY ORDINANCE CODE
REGARDING VEHICLE TRAFFIC SPEED LIMIT
ON COUNTRY CLUB ROAD

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

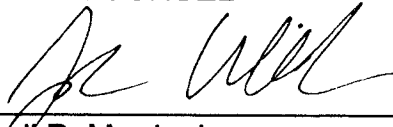
ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By:_____

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



Angil P. Morris-Jones

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

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