

CAIA

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE October 21, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

ent
(Information Attached)

SUBJECT:

Approval of an Agreement with the Community Services Agency and the Counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma and Stanislaus for the Administration of the Cash Assistance Program for Individuals (CAPI)

STAFF RECOMMENDATIONS:

1. Approve the agreement with the Community Services Agency and the Counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma and Stanislaus for the Administration of the Cash Assistance Program for Individuals (CAPI)
2. Authorize the Director of the Community Services Agency or her Assistant Director Designee to sign the agreement and any amendments effective through June 30, 2011.

FISCAL IMPACT:

The CAPI Program is 100% State funded. Actual assistance payments of approximately \$1,123,437 are generated by San Mateo County on our behalf. Approval of this agreement has no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-717

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of an Agreement with the Community Services Agency and the Counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma and Stanislaus for the Administration of the Cash Assistance Program for Individuals (CAPI)

Page 2

DISCUSSION:

Before 1998, legal immigrants who were not yet citizens could be eligible for Supplementary Security Income (SSI)/State Supplementary Program (SSP) payment based on age or disability. With the passage of Public Law 104-193, immigrants sponsored into the United States are no longer eligible for SSI/SSP payments until they become citizens or acquire sufficient work quarters to become eligible.

The State law changed in 1998 to mandate and authorize the Cash Assistance Program for Individuals (CAPI), which is funded completely by the State to serve those applicants who fit the criteria for SSI/SSP in every way except for immigration status, in that they are legal, sponsored immigrants, residing in California. Welfare and Institutions Code Section 18937, authorized counties to form consortia to administer the program. Stanislaus County joined the ten-county consortium headed by San Mateo County. The consortium includes the following counties: Alameda, Contra Costa, Marin, Merced, Monterey, Santa Cruz, San Mateo, Solano and Sonoma.

Under the terms of the existing agreement, Stanislaus County takes applications and forwards them to San Mateo County, where the applications are processed. San Mateo County assumes the responsibility to make payments to recipients, within funding from the State. The State through the California Department of Social Services (CDSS), advances funding as needed to San Mateo County for cash flow purposes and reimburses any shortfall, monthly on an ongoing basis. All transactions are identified and reported separately for each of the counties of residence. The centralized administration of the CAPI program provided by San Mateo County has benefited Stanislaus County. San Mateo County issued benefits to 122 Stanislaus County recipients in Fiscal Year 2007-2008.

San Mateo County may request under the terms of the existing agreement that the Community Services Agency (CSA) cover the cost of CAPI payments for Stanislaus County residents in any year in which an impasse on the State budget stops CDSS advance payments of CAPI funds to the consortium pending reimbursement from the State. As CAPI is a 100% funded, mandated program, State reimbursement will be made by San Mateo County to the participating counties as Final State budgets are executed and sufficient funds are made available to San Mateo County. Although this agreement has been in place for 10 years and State budget delays have occurred, cash flow has never yet become an issue that made it necessary for Stanislaus County to pay San Mateo County.

The Agency requests the Board of Supervisors to approve the agreement that will continue the ongoing partnership with the San Mateo Consortium.

Approval of an Agreement with the Community Services Agency and the Counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma and Stanislaus for the Administration of the Cash Assistance Program for Individuals (CAPI)

Page 3

POLICY ISSUE:

Approval of this agreement supports the Board's priorities of *A healthy community* and *Effective partnerships* by providing assistance to Stanislaus County residents who are disabled and elderly and who are dependent on this program as their only means of support and will further solidify a partnership that has been of benefit to our county and has helped this agency to deliver excellent community services.

STAFFING IMPACT:

There is no staffing impact associated with this request.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE BAY AREA CAPI CONSORTIUM**

BOARD OF SUPERVISORS

2010 DEC -21 P 1:04

THIS AGREEMENT, entered into this 6TH day of JANUARY, 2009, by and between the counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma, and Stanislaus, hereafter referred to as "the member counties," "the consortium counties," or the "participating counties,"

W I T N E S S E T H:

WHEREAS, W&I §18937 authorizes counties to form consortia to administer the Cash Assistance Program for Individuals (CAPI), which program provides cash assistance to aged, blind and disabled legal immigrants who are not citizens and who successfully complete an application process, and

WHEREAS, the ten member counties listed above wish to form a consortium for the efficient and effective CAPI administration, and

WHEREAS, the County of San Mateo has agreed to participate as a member county in the consortium and to be the lead county in the consortium,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

A. PURPOSE OF AGREEMENT

The member counties wish to form a multi-county consortium to administer CAPI to provide cash assistance to certain aged, blind and disabled legal immigrants who are not eligible for Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits solely due to the immigrant provisions of Public Law 104-193 and its amendments.

The County of San Mateo is the lead county for the Bay Area CAPI Consortium. The consortium counties will accept the initial CAPI application from clients, and forward the application to San Mateo County for processing.

B. RESPONSIBILITIES OF THE COUNTY OF SAN MATEO

As the lead for the CAPI Consortium, San Mateo County will perform the following administrative tasks for the member counties:

- Follow up with clients on information requested by the residence county necessary to determine eligibility for CAPI.
- Send request to client for any additional information/verifications needed to process application

- Make necessary CalWIN entries
- Determine CAPI eligibility and approve or deny applications
- Issue CAPI payments to clients from CAPI funds made payable from the State of California to the County of San Mateo. The County of San Mateo's authority and responsibility to make CAPI payments is limited to CAPI funding received from the State of California.
- Revise budgets based on reported changes by client
- Maintain necessary fiscal records related to program administration
- Gather required statistical information required by the State from CalWIN
- Process reimbursement from SSA for all CAPI payments made to a CAPI client who has been approved for SSI and ensure such reimbursement is forwarded to the State
- Respond to 1-800 calls from clients and consortium counties
- Prepare a position paper to be presented by the member counties at fair hearings
- Apply to the State of California for CAPI administration funding, receive said funding and spend it as the County of San Mateo determines necessary in connection with the administration of CAPI.

C. RESPONSIBILITIES OF MEMBER COUNTIES

Member counties will:

- Notify the County of San Mateo if SSI is approved or denied for a CAPI client from its county.
- Screen applicant for potential CAPI eligibility
- Assist applicant in completing application packet which may include:
 - SAWS 1
 - Statement of Facts
 - CAPI Supplemental Application Form
 - Living Arrangement and Household Expenses
- Complete Disability Eligibility Determination form, send copy of coversheet to San Mateo County and advise of final decision
- Obtain form for release of information
- Give client verification checklist
- Give applicant CAPI informational handouts
- Advise client that application will be processed by the County of San Mateo in its capacity as lead county in the CAPI consortium
- Advise client of 1-800 number to obtain information related to CAPI
- Copy SAWS 1 and MC210 if client applying for Medi-Cal or SAWS 2
- Date stamp and send application forms (or copies) and any additional information/verification in pre-addressed envelope to San Mateo County (This includes any applicable verifications already in county possession). Note: Clients maybe advised to bring certain documents, i.e., verification of immigrant status, into their county office to avoid mail loss/expense of certified mail. Residence county will copy and forward to San Mateo County
- Respond promptly to San Mateo County/client requests for documentation, assistance to client
- Forward via e-mail or fax any additional information provided/reported

- Complete application process for other programs (Medi-Cal, Food Stamps, General Assistance)
- Provide advocacy services to clients if able to do so
- Represent San Mateo County at fair hearings and present San Mateo County's position paper
- Investigate and prosecute recipients who have fraudulently obtained benefits. Reimburse the State and/or the County of San Mateo for money paid to clients who have fraudulently obtained benefits.

D. FISCAL RESPONSIBILITY

San Mateo County will apply to the State of California for, receive and process CAPI aid payments to eligible immigrants, to the extent that State funds are available for the program and received by the County of San Mateo for that purpose.

As the lead for the consortium, if and when the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will follow the following procedure for clients to whom General Assistance (GA) has been paid.

- Reimburse other consortium members for General Assistance (GA) they have paid to clients in any month in which it is subsequently determined that the client is eligible for and receives CAPI benefits.
- The difference between the full CAPI award amount and the GA amount paid to the client will be remitted to the client. This is contingent upon the participating county informing San Mateo County at the time that the CAPI application is submitted to San Mateo County that the county is paying GA to the subject client, and upon the County of San Mateo's receipt of corresponding CAPI payments from the State of California. Thereafter, San Mateo County will inform consortium member if and when a client is determined eligible for CAPI. Upon receipt of such notification, consortium member counties will not be reimbursed for GA provided to the client for a month(s) following consortium county member's receipt of said notification, except for those instances where the consortium member county has already processed the next scheduled GA payment to the client, prior to the receipt of said notification from San Mateo County.
- If and when the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will reimburse the member county for the GA already paid to the client.

E. PAYMENT IN THE EVENT OF IMPASSE IN THE STATE BUDGET

- It is in the parties' interest to continue the CAPI Program in the event the state is unable for any reason to make advance payment of CAPI funds. Notwithstanding any other provision of this Agreement, if the state does not advance CAPI funds to San Mateo County prior to the month for which San Mateo County is to issue CAPI assistance payments on behalf of the consortium, and said failure to advance funds is due to a delay in the State budget, San Mateo County shall issue CAPI payments to eligible recipients, subject to and contingent upon all parties; compliance with the following provisions:

- Within five (5) days of the close of any month for which San Mateo County has issued CAPI assistance payment utilizing San Mateo County funds, the County of San Mateo will issue to each consortium county an invoice indicating the amount of CAPI assistance payments issued by San Mateo County on behalf of each county.
- Within ten (10) days of receipt of the CAPI invoice for the previous month, each involved consortium county shall issue payments to San Mateo County equal to the amount of the invoice. In the event that the County of San Mateo does not receive payment of the full amount within ten (10) days, the County of San Mateo will not issue CAPI payments for that county in the following month.
- Upon resumption of the issuance of CAPI funds by the State to San Mateo County, and when sufficient such funds are available, San Mateo County shall reimburse each consortium county for the amount of county funds each consortium county issued to San Mateo County under this Agreement.

F. TERM OF AGREEMENT

The Consortium may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to the member counties as soon as is reasonably possible after the Consortium learns of said unavailability of outside funding.

- This Agreement shall be for a period of July 1, 2008 through June 30, 2011.
- Any County may withdraw from the Consortium upon thirty (30) days written notice to the other parties.
- This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
- This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alternation or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

G. INDEMNITY

The participating county on whose behalf this Agreement is signed shall defend, save harmless and indemnify the County of San Mateo, its officers and employees from any and all claims which arise out of its service as the lead county in the consortium pursuant to the terms and conditions of this Agreement, which result from either: 1) the administration, acceptance, processing, or transmittal of applications from the participating county, and/or 2) the negligent acts or omissions of participating county, its officers and/or employees.

The County of San Mateo shall defend, and save harmless, the participating counties, their officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts of omissions of County of San Mateo its officers and/or employees, in its capacity as lead county in the consortium.

In the event of concurrent negligence of the County of San Mateo, its officers and/or employees, and any of the participating counties, their officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: Mano Chumce
President, Board of Supervisors, San Mateo County

Date: 4/6/09

ATTEST:

By: [Signature]
Clerk of Said Board

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.
Marie L. Peterson
Deputy Clerk of the Board of Supervisors

ALAMEDA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By Christine C. Applegate

Director of CSA 10/23/08
Title & Date

Long Form Agreement/Business Associate v 6/28/06

APPROVED AS TO FORM:
STANISLAUS COUNTY CLERK

BY
Leah B. May 9/19/08

In the event of concurrent negligence of the County of San Mateo, its officers and/or employees, and any of the participating counties, their officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: Marie Church
President, Board of Supervisors, San Mateo County

Date: 1/6/09

Certificate of Delivery

(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Marie J. Peterson
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By: [Signature]
Interim Director 6/25/08
Title & Date

CONTRA COSTA COUNTY

By: _____

Title & Date

MARIN COUNTY

By: _____

Title & Date

MERCED COUNTY

By: _____

Title & Date

MONTEREY COUNTY

By: _____

Title & Date

SANTA CRUZ COUNTY

By: _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

Long Form Agreement/Business Associate v 6/28/06

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: Mark Chunn
President, Board of Supervisors, San Mateo County

Date: 4/6/09 Certificate of Delivery
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Marie J. Brown
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By Alford Joe Valencia

Director 8/11/08

Title & Date

MARIN COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

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SOLANO COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

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COUNTY OF SAN MATEO

By: Marie Chunch
President, Board of Supervisors, San Mateo County

Date: 1/6/09

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Marie J. Peterson
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MARIN COUNTY

By Charlene Peil
Social Services Dir Director

Title & Date

MERCED COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: Marie Churruarín
President, Board of Supervisors, San Mateo County

Date: 1/6/09

ATTEST:

By: [Signature]
Clerk of Said Board

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Marie J. Peterson
Deputy Clerk of the Board of Supervisors

ALAMEDA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By Kathleen M. Crookham
Chair AUG 19 2008

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

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Long Form Agreement/Business Associate v 6/28/06

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COUNTY OF SAN MATEO

By: Marie Church
President, Board of Supervisors, San Mateo County
Certificate of Delivery

Date: 4/6/09 (Government Code Section 25103)

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Marie J. Parnis
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

Title & Date

MONTEREY COUNTY

By Fernando Arino

Chairman - 3/26/08
Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

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COUNTY OF SAN MATEO

By: Mark Chunch
President, Board of Supervisors, San Mateo County

Date: 4/6/09 Certificate of Delivery
(Government Code Section 25103)

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Marie J. Brown
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By William Espinola

Director 4/27/08

Title & Date

SOLANO COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

Long Form Agreement/Business Associate v 6/28/06

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COUNTY OF SAN MATEO

By: Mark Chance
President, Board of Supervisors, San Mateo County

Date: 1/6/09

ATTEST:

By: [Signature]
Clerk of Said Board

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President of the Board of Supervisors.

[Signature]
Deputy Clerk of the Board of Supervisors

ALAMEDA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

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MONTEREY COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By

Fatch O. Ouster
Director 25 Nov 08

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

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COUNTY OF SAN MATEO

By: Marie Runch
President, Board of Supervisors, San Mateo County

Date: 4/6/09

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Marie J. Brown
Deputy Clerk of the Board of Supervisors

ATTEST:

By: [Signature]
Clerk of Said Board

ALAMEDA COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MARIN COUNTY

By _____

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MERCED COUNTY

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Title & Date

MONTEREY COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date

SONOMA COUNTY

By *[Signature]*

Director 7.21.08
Title & Date

Long Form Agreement/Business Associate v 6/28/06

In the event of concurrent negligence of the County of San Mateo, its officers and/or employees, and any of the participating counties, their officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: Maria Churruarín
President, Board of Supervisors, San Mateo County

Date: 1/6/09

ATTEST:

By: [Signature]
Clerk of Said Board

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[Signature]
Deputy Clerk of the Board of Supervisors

ALAMEDA COUNTY

By _____

Title & Date

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CONTRA COSTA COUNTY

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Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By Christine C. Applegate

Director of CSA 10/23/05

Title & Date

Long Form Agreement/Business Associate v 6/28/06

APPROVED AS TO FORM
STANISLAUS COUNTY CLERK

BY

David P. May 9/19/08