

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 28, 2012

9:25 A.M. YUBA COUNTY HOUSING AUTHORITY

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. Thank you.

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

A. Clerk of the Board of Supervisors

- 1. Approve minutes of the regular meeting of August 7 and special meeting of August 14, 2012. (313-12)

B. Community Development and Services

- 1. Award contract to Knife River Construction apparent low bidder for the 2012 Rubberized Asphalt Concrete Road Rehabilitation - Various Locations and authorize the Chair to execute same upon review and approval of Counsel. (314-12)
- 2. Approve agreement with Drake Haglan and Associates for design services for Scales Road over Slate Creek Bridge Replacement project and authorize the Chair to execute same. (315-12)

C. Health and Human Services

- 1. Approve agreement with Yuba College District for learning disability testing, assessment services and counseling for CalWORKS and authorize the Chair to execute same. (Human Services Committee recommends approval) (316-12)
- 2. Adopt resolution authorizing entering into agreements with the State of California for Supplemental Nutrition Assistance Program Education Grant and authorize the Chair to execute documents as required. (Human Services Committee recommends approval) (317-12)

D. Sheriff-Coroner

- 1. Accept Inmate Welfare Expenditure Summary for Fiscal Year 2011/2012 pursuant to Penal Code Section 4025(e). (318-12)

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

- V. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Adopt resolution adopting a reservation process, establishing fees, and fee waivers at Hammon Grove and Sycamore Ranch, and authorizing the Public Works Director to temporarily reduce fees for special promotions and/or emergencies. (Five minute estimate) (319-12)

VI. **CORRESPONDENCE** - (320-12)

- A. Local Agency Biennial Notice advising no amendment is required to the conflict of interest code for Yuba County Water Agency and Strawberry Valley Cemetery.
- B. Resolution from Wheatland Union High School District calling an election to authorize the sale of \$9,000,000 in general obligation bonds.
- C. Notice from City of Marysville of public hearing on proposed rates changes for sanitary sewer services scheduled September 18, 2012 at 7 p.m.
- D. Notice of default from OneWest Bank and election to sell property identified as APN 0016-612-007 located in Plumas Lake.

VII. **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.

VIII. **ADJOURN**

COMMITTEE MEETINGS

9:50 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider resolution approving agreement with California Department of Public Health for Public Health Emergency Preparedness and General Fund Pandemic Influenza funds - Health and Human Services (Ten minute estimate) (321-12)
- B. Consider Memorandum of Understanding with Sutter-Yuba Mental Health Services for therapeutic services provided under the Supportive and Therapeutic Options Program - Health and Human Services (Ten minute estimate) (322-12)
- C. Consider amended Medi-Cal Targeted Case Management Provider Participation agreement - Health and Human Service (Ten minutes estimate) (323-12)

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

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

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

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

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

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

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

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

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

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

End

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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**HOUSING AUTHORITY COMMISSION
BOARD OF SUPERVISORS CHAMBERS
915 8TH STREET, MARYSVILLE
August 28, 2012 at 9:25 A.M.**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

Commissioner Abe
Commissioner Griego
Commissioner Nicoletti
Commissioner Stocker
Commissioner Vasquez

III. CONSENT ITEMS

- A. Approve Minutes – August 7, 2012
- B. Adopt Changes to the Utility Allowance Effective October 1, 2012
- C. Approve Submission of SEMAP Report

IV. ADJOURNMENT



MINUTES
YUBA COUNTY HOUSING AUTHORITY COMMISSION
August 7, 2012

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Abe at 5:55 p.m. in the Yuba County Board of Supervisors Chambers, Yuba County Government Center, Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Nicoletti, Stocker and Vasquez.

CONSENT ITEMS

Commissioner Nicoletti made a motion to approve the consent agenda which included the minutes of May 8, 2012 and approve the submittal of the 2013 CSBG Application/Resolution to the Yuba County Community Services Commission. Commissioner Vasquez seconded and the motion carried unanimously.

ADJOURNMENT

There being no further business, Commissioner Abe adjourned the meeting at 5:56 p.m.

_____, Commissioner Abe, Chair

_____, (Director/Secretary)

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DATE: August 28, 2012

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director *W. Hartman*
Debra J. Phillips, Housing Commission Executive Director *Debbie*

SUBJECT: Adopt Changes in Utility Allowance effective October 1, 2012

Recommendation:

It is recommended that the Yuba County Housing Commissioners adopt new utility allowances effective October 1, 2012 for new participants, moving participants and annual certifications. (Utility Allowances attached)

Background:

HUD imposes regulations to each Housing Authority regarding income guidelines, payment standards, utility allowances and fair market rents. To assist participants in finding reasonable housing we must adjust the utility allowances on an annual basis.



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality Yuba County Housing Authority	Unit Type Single Family Detached/Manufactured Home	Date (mm/dd/yyyy) 10/1/2012
--------------------------------------------------	-------------------------------------------------------	--------------------------------

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	7	10	13	16	20	23
	b. Bottle Gas	21	30	38	47	60	68
	c. Oil / Electric	11	16	21	27	36	42
	d. Coal / Other						
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	12	16	19	25	28
	c. Oil / Electric	5	6	8	10	13	15
	d. Coal / Other						
Other Electric		10	15	19	23	29	33
Air Conditioning		8	12	16	19	26	30
Water Heating	a. Natural Gas	6	8	11	13	17	19
	b. Bottle Gas	18	25	33	40	51	58
	c. Oil / Electric	11	16	20	24	31	36
	d. Coal / Other						
Water		68	70	75	81	88	94
Sewer							
Trash Collection		26	26	26	26	26	26
Range/Microwave							
Refrigerator							
Other -- specify		2	3	4	5	6	7

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

form HUD-52667 (12/97)

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality Yuba County Housing Authority	Unit Type Semi-detached/Row House; Garden Walkup	Date (mm/dd/yyyy) 10/1/2012
--------------------------------------------------	-----------------------------------------------------	--------------------------------

Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	6	9	12	14	19	21
	b. Bottle Gas	20	28	36	44	55	63
	c. Oil / Electric	11	15	20	25	33	39
	d. Coal / Other						
Cooking	a. Natural Gas	3	4	5	6	8	9
	b. Bottle Gas	9	12	16	19	25	28
	c. Oil / Electric	5	6	8	10	13	15
	d. Coal / Other						
Other Electric		10	15	19	23	29	33
Air Conditioning		8	11	14	18	24	27
Water Heating	a. Natural Gas	6	8	11	13	17	19
	b. Bottle Gas	18	25	33	40	51	58
	c. Oil / Electric	11	16	20	24	31	36
	d. Coal / Other						
Water		67	69	72	77	82	87
Sewer							
Trash Collection		26	26	26	26	26	26
Range/Microwave							
Refrigerator							
Other – specify		2	3	4	5	6	7

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

form HUD-52667 (12/97)

Allowances for Tenant-Furnished Utilities And Other Services

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Locality:		Unit Type:		Date:							
Yuba County, California		Semi-Detached/Row House; Garden/Walkup						10/1/2012			
		Monthly Dollar Allowances; Number of Bedrooms									
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	
Heating	a. Natural Gas	6	9	12	14	19	21	25	29	34	
	b1. Electric	11	15	20	25	33	39	45	52	59	
	b2. Heat Pump										
	c. Oil										
	d. LPG/Propane	20	28	36	44	55	63	73	84	96	
	e. Coal/Wood										
Cooking	a. Natural Gas	3	4	5	6	8	9	11	12	14	
	b. Electric	5	6	8	10	13	15	17	19	22	
	c. Oil										
	d. LPG/Propane	9	12	16	19	25	28	32	37	43	
	e. Coal/Wood										
Other Electric/Lighting		10	15	19	23	29	33	38	44	51	
Air Conditioning		8	11	14	18	24	27	32	38	44	
Water Heating	a. Natural Gas	6	8	11	13	17	19	22	25	29	
	b. Electric	11	16	20	24	31	36	41	47	54	
	c. Oil										
	d. LPG/Propane	18	25	33	40	51	58	67	77	88	
	e. Coal/Wood										
Water and Sewer		67	69	72	77	82	87	92	97	102	
Water only (septic system)		46	48	51	56	61	66	71	76	81	
Trash Collection		26	26	26	26	26	26	26	26	26	
Range/Microwave		7	7	7	7	7	7	7	7	7	
Refrigerator		7	7	7	7	7	7	7	7	7	
Other--Evaporative Cooler		2	3	4	5	6	7	8	9	11	

Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water & Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowances for Tenant-Furnished
Utilities And Other Services**

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Locality: Yuba County, California		Unit Type: Single Family Detached; Manufactured Home						Date: 10/1/2012		
		Monthly Dollar Allowances; Number of Bedrooms								
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Heating	a. Natural Gas	7	10	13	16	20	23	27	31	36
	b1. Electric	11	16	21	27	36	42	48	55	64
	b2. Heat Pump									
	c. Oil									
	d. LPG/Propane	21	30	38	47	60	68	78	90	103
Cooking	e. Coal/Wood									
	a. Natural Gas	3	4	5	6	8	9	11	12	14
	b. Electric	5	6	8	10	13	15	17	19	22
	c. Oil									
	d. LPG/Propane	9	12	16	19	25	28	32	37	43
Other Electric/Lighting	e. Coal/Wood									
		10	15	19	23	29	33	38	44	51
Air Conditioning		8	12	16	19	26	30	35	40	47
Water Heating	a. Natural Gas	6	8	11	13	17	19	22	25	29
	b. Electric	11	16	20	24	31	36	41	47	54
	c. Oil									
	d. LPG/Propane	18	25	33	40	51	58	67	77	88
	e. Coal/Wood									
Water and Sewer		68	70	75	81	88	94	101	108	114
Water only (septic system)		47	49	54	60	67	74	80	87	93
Trash Collection		26	26	26	26	26	26	26	26	26
Range/Microwave		7	7	7	7	7	7	7	7	7
Refrigerator		7	7	7	7	7	7	7	7	7
Other--Evaporative Cooler		2	3	4	5	6	7	9	10	12

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water & Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

The County of Yuba

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August 28, 2012

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, CDSA Planning Director *W Hartman*
Debra J. Phillips, Housing Authority Executive Director *Debbie*

SUBJECT: **Approve 2011-2012 Section Eight Management Assessment Program (SEMAP)**

Recommendation:

It is recommended that the Yuba County Housing Authority Board of Commissioners approve the 2011-2012 Section Eight Management Assessment Program (SEMAP) report.

Background:

The SEMAP measures the performance of the PHAs that administer the housing choice voucher program in 14 key areas. The 14 indicators of performance show whether PHAs help eligible families to afford decent rental units at a reasonable subsidy cost as intended by Federal housing legislation. SEMAP is used to remotely measure PHA performance and administration of the housing choice voucher program. SEMAP uses HUD's national database of tenant information and information from audits conducted annually by independent auditors. HUD will annually assign each PHA a rating on each of the 14 indicators and an overall performance rating of high, standard, or troubled.

Discussion:

The Yuba County Housing Authority has earned an overall performance rating of high since 2006-2007; except for 2009-2010 when it received a standard performance rating. The SEMAP for fiscal year 2011-2012 has been completed and meets current HUD regulations.

Fiscal Impact:

There is no impact to the General Fund.



Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
YUBA COUNTY HOUSING AUTHORITY	06/30/2012	08/30/2012

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐
2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☐ At least 98% of units sampled ☒ 80 to 97% of units sampled ☐ Less than 80% of units sampled
3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled
4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐
5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐
6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☒ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☒ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☒ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☒ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☒ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☒ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR <u>618</u>	1-BR FMR <u>697</u>	2-BR FMR <u>857</u>	3-BR FMR <u>1247</u>	4-BR FMR <u>1334</u>
PS <u>556</u>	PS <u>627</u>	PS <u>771</u>	PS <u>1122</u>	PS <u>1200</u>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☒ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☒

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

Yes ☐

No ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☐

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.



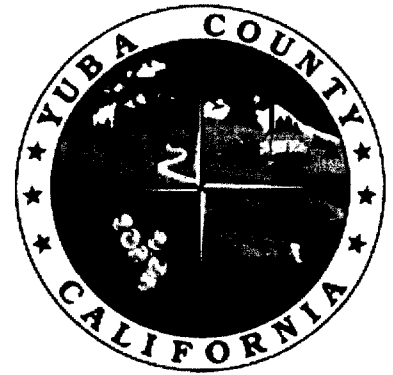
CONSENT
AGENDA

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The County of Yuba

BOARD OF SUPERVISORS

August 7, 2012 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 6:01 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, Chief Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

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

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

A. Clerk of the Board of Supervisors

1. Approve minutes of the meetings of July 17 and 24, 2012. (293-12) Approved as written.

B. Community Development and Services

1. Adopt resolution authorizing Community Development and Services Director to complete purchase of APN 021-185-001 as part of Neighborhood Stabilization Program and execute all necessary documents. (298-12)
 Adopted Resolution No. 2012-60, which is on file in Yuba County Resolution Book No. 42, entitled:
 "RESOLUTION AUTHORIZING YUBA COUNTY COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR OR HIS DESIGNEE TO COMPLETE THE PURCHASE OF SINGLE FAMILY RESIDENCES APN 021-185-001 AS PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM AND EXECUTE ALL DOCUMENTS NEEDED FOR COMPLETIONS OF PURCHASE, REHABILITATION, AND RESALE."

C. County Administrator

1. Adopt resolution for tax and revenue exchange between the County of Yuba and the South Yuba Water District (Tollcrest Annexation - LAFCO 2012-0002). (299-12)

Adopted Resolution No. 2012-61, which is on file in Yuba County Resolution Book No. 42, entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS PERTAINING TO TAX REVENUE EXCHANGE BETWEEN THE COUNTY OF YUBA AND THE SOUTH YUBA WATER DISTRICT TOLLCREST ANNEXATION-LAFCO 2012-0002."

D. Emergency Services

1. Adopt resolution authorizing the Director of Emergency Services to apply for 2012 Homeland Security grant funds and further authorizing the Director to execute all documents as required by the application and resultant grant. (294-12)

Adopted Resolution No. 2012-62, which is on file in Yuba County Resolution Book No. 42, entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES OR HIS DESIGNEE TO APPLY FOR THE FISCAL YEAR 2012 HOMELAND SECURITY GRANT AND FURTHER AUTHORIZING THE DIRECTOR TO EXECUTE DOCUMENTS AS REQUIRED BY THE APPLICATION, THE RESULTANT GRANT AND/OR ANY PERTINENT DOCUMENTS RELATED TO THE PROGRAM AND ACCEPTANCE OF GRANT FUNDS."

2. Adopt resolution authorizing the Director of Emergency Services to apply for 2012 Emergency Management Performance grant funds and execute documents as needed to obtain and administer grant funding. (295-12)

Adopted Resolution No. 2012-63, which is on file in Yuba County Resolution Book No. 42, entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES TO SUBMIT AS APPLICATION FOR THE FISCAL YEAR 2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EXECUTE DOCUMENTS AS NEEDED TO OBTAIN AND ADMINISTER GRANT FUNDING."

IV. PUBLIC COMMUNICATIONS:

County Counsel Angil Morris-Jones responded to specific inquiries regarding Special Meetings and Public Communication posed by Mr. Nick Spaulding.

The following individuals expressed concern regarding Hammonton Road:

- Ms. Heidi Payne, Smartville
- Ms. Sandra Calvert
- Ms. Freda Calvert
- Smartsville Fire Protection District Chief Marc Zamora
- Ms. Lisa Church

Following discussion the matter was referred to staff.

Supervisor Abe:

- Expressed appreciation for how county staff and Linda Fire Chief Webb handled separate situations with local business owners to the advantage of all concerned.
- Commended individuals for participation in purchasing a hog at the local fair for the Employees Appreciation Lunch

Supervisor Stocker: Local article regarding preclearance requirement of the Federal Voting Rights Act in Merced County

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Receive impact study report on Farmlands and Open Space measure and adopt resolution directing County Clerk to submit measure to the voters at the election of November 6, 2012. (Fifteen minute estimate) (296-12)

County Administrator Robert Bendorf recapped history of measure. Community Development and Services Director Kevin Mallen provided a PowerPoint presentation and review of the following:

- General Plan update
- Lands Use Designation

The following individuals spoke:

- Mr. Nick Spaulding, Oregon House
- Ms. Frances Hofman, Hofman Ranch
- Mr. Tom Eres, Hofman Ranch

Supervisor Abe left the meeting at 7:54 p.m. and returned at 7:56 p.m.

Supervisor Abe left the meeting at 7:59 p.m. and returned at 8:03 p.m.

- Mr. Don Rae, Plumas Lake
- Mr. Rick Cunningham, Brownsville
- Mr. Charlie Sexton, Loma Rica

MOTION: Move to adopt resolution as amended MOVED: Roger Abe SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2012-64, which is on file in Yuba County Resolution Book No. 42, entitled: "RESOLUTION DIRECTING COUNTY CLERK TO SUBMIT FARMLANDS AND OPEN SPACE MEASURE TO THE VOTERS AT THE REGULARLY SCHEDULED ELECTION OF NOVEMBER 6, 2012."

VI. CORRESPONDENCE - (297-12)

- A. Local Agency Biennial Notices advising no amendment is required to the conflict of interest code for Linda County Water District, Linda Fire Protection District, Reclamation Districts 784 and 817, Three Rivers Levee Improvement Authority, Wheatland School District, Yuba County Office of Education, and Three Rivers Levee Improvement Authority. Accepted.
- B. Letter from Pricewaterhouse Coopers LLP regarding Orion Insurance Company and London and Overseas Insurance Company Limited. Accepted.
- C. Two Letters from California Emergency Management Agency regarding disaster designations effecting Yuba County. Accepted.
- D. Notice from California Fish and Game Commission regarding proposed Sport Fishing Regulation . Accepted.
- E. Notice from California Department of Fish and Game regarding proposed rulemaking described in the Informative Digest. Accepted.

- F. Letter from the Yuba County Assessor regarding the 2012-2013 Assessment Roll Summary. Accepted.
- G. Letter from Auditor-Controller enclosing independent audit report dated June 30, 2011 for Loma Rica Browns Valley Community Services District. Accepted.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- Sgt. Kenneth Smith retirement ceremony held August 25, 2012
- Yuba Growers Association ex-parte request for a continuance July 26, 2012
- Shoei Foods meeting held July 26, 2012
- Beale Air Force Base Mayors/Supervisors meeting held August 2, 2012
- Yuba-Sutter Fair Jr. Livestock Auction held August 4, 2012
- Presentation to Champion 4H market hog held August 5, 2012
- Reclamation District 784 meeting held August 7, 2012

Supervisor Griego:

- SACOG meeting held August 2, 2012
- Beale Air Force Base Mayors/Supervisors meeting held August 2, 2012
- Yuba County Water Agency staff meeting
- Feather River Air Quality Management District meeting held August 6, 2012
- Three Rivers Levee Improvement Authority meeting held August 7, 2012

Supervisor Nicoletti:

- Sgt. Kenneth Smith retirement ceremony held August 25, 2012
- Government Affairs Committee meeting held August 7, 2012
- Economic Development Committee Board meeting held August 3, 2012
- Beale Air Force Base Mayors/Supervisors meeting held August 2, 2012
- Fish and Game Commission exhibit at the Fair
- Sheriff's Facility Ad Hoc committee meeting held August 7, 2012
- Aquaforia documentary debut of the delta at the Crest Theatre, Wednesday, August 8, 2012 at 7:00 p.m.

Community Development and Services Director Kevin Mallen: One outstanding complaint that the State must address regarding the facility being used for drug treatment, with all other complaints being addressed regarding Joshua House.

VIII. CLOSED SESSION: The Board retired into closed session at 8:53 p.m.

- A. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County Growers Association, Sam McConnell, Yuba Patient Collective, Lew Neal, Old Crow Farm Collective, Kathie Thelen and Déjà Vu Collective vs. County of Yuba

The Board returned from closed session at 9:42 p.m. with all members present as indicated above. Chairman Stocker advised direction was provided.

IX. ADJOURN: 9:43 p.m. by Chairman Stocker.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: Rachel Ferris, Deputy Clerk

Chair

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS



AUGUST 14, 2012 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 6:01 p.m., within the Alocuffe Community Center, 9185 Marysville Road, Oregon House, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Supervisor Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Stocker presided.

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

A. Clerk of the Board of Supervisors

1. Reappoint Ruth Mikkelsen to the Browns Valley Cemetery District for a term to expire August 14, 2016. (302-12) Approved.

B. Community Development and Services

1. Award contract to R & R Horn Contractors, Inc., apparent low bidder, for the Woodruff Lane HES Project and authorize the Chair to execute same upon review and approval of County Counsel. (303-12) Approved.
2. Approve Plan, Specifications, and Estimate for North Beale Road Median Safety Project, authorize the Chair to execute same, and authorize advertisement of bids with a tentative bid opening of September 12, 2012 pending approval of Caltrans. (304-12) Approved.

C. Human Resources and Organizational Services

1. Adopt resolution amending classification system basic salary/hourly schedule in its entirety effective August 1, 2012. (305-12) Adopted Resolution No. 2012-65, which is on file in Yuba County Resolution Book No. 43, entitled: "RESOLUTION AMENDING THE CLASSIFICATION-SYSTEM BASIC SALARY/HOURLY SCHEDULE IN ITS ENTIRETY."

D. Sheriff-Coroner

1. Authorize Budget Transfer in the amount of \$27,240 from various accounts to Account No. 108-2900-423-6201 (Jail Fixed Assets) for purchase of communication equipment, education material, and printers for the jail. (Law and Justice Committee recommends approval) (306-12) Approved.

IV. SPECIAL PRESENTATION

- A. Receive information from Yuba County Water Agency regarding operations and programs. (No background material) (Fifteen minute estimate) (307-12) General Manager Curt Aikens provided a PowerPoint Presentation recapping the Federal Energy Regulatory Commission (FERC) relicensing project including:
 - Project facilities
 - New Bullards Bar Dam
 - Our House Diversion Dam
 - Log Cabin Diversion Dam
 - Four Water Conduits
 - New Colgate Powerhouse One, Two and Three
 - Englebright Dam
 - Narrows Two Powerhouse
 - Bullards Bar Recreation Facilities
 - Relicensing process and participants
 - Studies, analysis, entities involved
 - Water supply reliability for local farming community
 - Current contract with PG&E
 - Protection mitigation and enhancements
 - Term of relicensing 30 - 50 years
- B. Introduce Dr. Jeremy James, University of California (UC) Agriculture and Natural Resources Cooperative Extension Specialist and Director of UC Sierra Foothill Research and Extension Center. (No background material) (Ten minute estimate) (308-12) County Director Chris Greer introduced Dr. James who recapped his background, interests in coming to the area, and looked forward to meeting and working with the community.
- C. Present proclamation honoring Alcouffe Community Center founders. (Five minute estimate) (309-12) Chairman Stocker read and presented the proclamation to Foundation Chair Robert Longman who recapped activities, commended founders and volunteers, and recognized past and present Board members.
- D. Present proclamation honoring Yuba County Fire Safe Council. (Five minute estimate) (310-12) County Administrator Robert Bendorf read and presented the proclamation to Chair Glenn Nadar and Board directors. Mr. Nadar recognized the community and directors for their involvement "in getting things done."
- E. Present proclamation honoring Oregon Peak Look-out volunteers. (Five minute estimate) (311-12) Chairman Stocker read and presented the proclamation to Mr. Greg Crompton who recognized volunteers and supporters of the lookout program.

V. PUBLIC COMMUNICATIONS: The following individuals spoke:

- Legislative Affairs Coordinator Russ Brown regarding fire suppression fees and AB 1178/875 legislation on garbage coming from outside areas
- Mr. Nick Spaulding regarding ballot wording and written argument for farmland/open space initiative

- Mr. Bob Sisemore regarding shutting off of street lighting in the Arcano Avenue area
- Ms. Jenny Cavaliere regarding historic landmark designation of Oregon House Farms
- Ms. Janet Marchant regarding North Yuba Grown and arts festival
- Mr. Charles Sharp regarding farmland/open space initiative
- Mr. Peter Cohen regarding creating an alternative dispute mediation program
- Mr. Greg Crompton regarding fire suppression fees
- Ms. Cathy LeBlanc regarding volunteer fire department picnic scheduled September 8, 2012

VI. CORRESPONDENCE - 312-12

- A. Letter from California Wildlife Conservation Board regarding consideration of Yuba Highlands Conservation Easement August 30, 2012. Accepted.
- B. Local Agency Biennial Notice advising no amendment is required to the conflict of interest code for River Highlands Community Service District. Accepted.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Abe:

- 125th Anniversary Celebration for Teichert
- Formation meeting for regional flood management held August 13, 2012

Supervisor Vasquez: Commended participation in meeting

Supervisor Nicoletti:

- Delegation to China regarding local trade of agricultural products
- Yuba Sutter Arts Council fundraiser September 22, 2012
- Lucero wines
- Yuba Sutter Water Agency training exercises held in Camptonville

Supervisor Stocker: Agricultural products within County

VIII. ADJOURN: 7:58 p.m. by Chairman Stocker.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



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

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

August 28, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract to Apparent Low Bidder for 2012 RAC Road Rehabilitation – Various Locations Project and Authorize the Chair to Execute Same

RECOMMENDATION:

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

BACKGROUND:

The roadways that make up the 2012 RAC Road Rehabilitation – Various Locations project are included in the proposed 2011-2015 Transportation Master Plan. The roadways and proposed funding sources include:

Marysville Road	(5.1 miles)	State Route 20 to Peoria Rd	Measure D
Fruitland Road	(1.6 miles)	Mendoza to Loop Rd	Road Fund
Silverwood Estates	(1.7 miles)	Silverwood, Stephenson, Jason, Lisa and Diane	Road Fund
CSA 38	(1.7 miles)	Escheman, Byron, Fred, Heleen Bart and Stacey Anne	CSA 38

On Tuesday August 21, 2012 bids were opened for the subject project. The three lowest bids received are shown on the attached sheet.

DISCUSSION:

The work in general will consist of placing a rubberized asphalt concrete overlay, shoulder backing and thermoplastic markings and striping where appropriate. The engineer's estimate for the construction is \$1,460,000. The project is expected to be completed by late October 2012.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as the project components are included in the approved Public Works Budget.

FISCAL IMPACT:

This project is anticipated to be funded through Measure D (\$700,000), Road Fund (\$600,000) and CSA 38 (\$160,000).

The three apparent lowest bids for the 2012 RAC Road Rehabilitation- Various Locations Project were as follows:

- | | |
|------------------------------|-------------|
| 1. Knife River Construction: | \$1,543,904 |
| 2. George Reed, Inc. | \$1,568,056 |
| 3. Teichert Construction: | \$1,596,724 |

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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315-12

BUILDING
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CODE ENFORCEMENT
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ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 4, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH DRAKE HAGLAN & ASSOCIATES TO PROVIDE DESIGN SERVICES FOR THE SCALES ROAD OVER SLATE CREEK BRIDGE REPLACEMENT PROJECT

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, the agreement with Drake Haglan & Associates (DHA) to provide professional services to design the Scales Road Over Slate Creek Bridge Replacement Project.

BACKGROUND:

The existing bridge along Scales Road does not provide adequate access for timber harvesting equipment or fire suppression. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of a replacement bridge. Funds for preliminary engineering work were recently authorized and a request for proposals for professional design services was publicly circulated. The County received five proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to Drake Haglan & Associates in the amount of \$383,330. Construction of the bridge is tentatively scheduled for 2015.

DISCUSSION:

The work in general will consist of all civil, environmental, geotechnical and hydraulic design services to design the replacement bridge. The County will be responsible for right of way acquisition, utility coordination, and project management. The purpose of this project is to replace a structurally deficient and functionally obsolete bridge. The bridge will provide the only access for larger vehicles to the area for recreation, timber harvesting, and fire suppression.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the FY 12/13 Public Works Budget.

FISCAL IMPACT:

Preparation of plans, specifications, estimate and all required reports will not exceed \$383,330. The design for this project will be funded with Federal Highway Bridge Program (HBP) funds at 100% utilizing Toll Credit for the local match.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional engineering services, for the Scales Road over Slate Creek Bridge Replacement (Bridge No. 16C0023) Project ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Drake Haglan & Associates, Inc.
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 31, 2012

Termination Date: July 30, 2014

The term of this Agreement shall become effective on July 31, 2012, and shall continue in force and effect for a period of two years unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

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

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

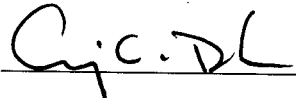
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.


"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

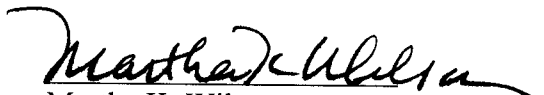
Chair



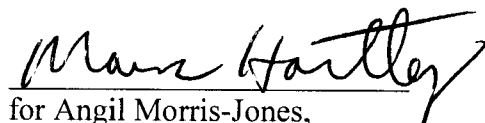
Drake Haglan & Associates, Inc.


Craig C. Drake
CFO

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Drake Haglan & Associates, Inc. – Scales Road over Slate Creek Bridge Replacement (Bridge
No. 16C0023) Project

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached Scope of Services labeled as Exhibit A.

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

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

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

COUNTY OF YUBA

Drake Haglan & Associates, Inc. – Scales Road over Slate Creek Bridge Replacement (Bridge No. 16C0023) Project

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed THREE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY DOLLARS (\$383,330); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed THREE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY DOLLARS (\$383,330) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

COUNTY OF YUBA

Drake Haglan & Associates, Inc. – Scales Road over Slate Creek Bridge Replacement (Bridge No. 16C0023) Project

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any

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

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

COUNTY OF YUBA
Drake Haglan & Associates, Inc. – Scales Road over Slate Creek Bridge Replacement (Bridge
No. 16C0023) Project

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT.

In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Drake Haglan & Associates
Attn: Eli Aramouni
11060 White Rock Road Suite 200
Rancho Cordova, CA 95670
Office: 916-363-4210

ATTACHMENT E
INSURANCE REQUIREMENTS

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

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

- | | | |
|----------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability: (including operations, products and completed operations.) | <u>\$1,000,000</u> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$1,000,000</u> | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |

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

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT's insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

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

E.4. Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements

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

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



EXHIBIT A – SCOPE OF SERVICES

PHASE 1: PRELIMINARY ENGINEERING TYPICAL TASKS

This preliminary engineering phase consists of the environmental studies and associated tasks, and concludes with approval of the environmental document. The technical work in this phase is necessary for providing adequate definition of the project and project impacts.

TASK 1.1 – PROJECT INITIATION

Task 1.1.1 – Kick-Off Meeting

DHA will coordinate a kick-off meeting with the County, Caltrans, the consultant team and any other project stakeholders that may be appropriate to thoroughly discuss the project background, scope, concepts, schedule, and management. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule, and major project issues that have already been identified by project stakeholders will be shared at this meeting.

Task 1.1.2 – Preliminary Research

DHA will obtain pertinent existing information from local, state, and federal agencies related to this project. The County will deliver any additional project information available to DHA at the kick-off meeting.

Task 1.1.3 – Field Investigation

DHA will coordinate an initial field review with the County's Project Manager, Caltrans Local Assistance, and other project stakeholders to review the proposed project and to highlight and record significant project features. DHA will conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. DHA will review any as-built information on file. DHA will also confer with Caltrans Division of Structures Local Assistance and Caltrans District Local Assistance as necessary to confirm project assumptions and physical project limits for eligible HBP work.

Task 1.1.4 – Establish Project Schedule

DHA will develop a baseline project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County as appropriate. DHA will notify the County immediately of any problems that could adversely impact the project schedule.

TASK 1.2 – PROJECT MANAGEMENT

Task 1.2.1 – Project Management

DHA will manage the project by tracking the schedule, budget and value of the products produced. DHA will create and maintain an "action item log" for the project, which will include each required action encountered, the responsible decision-maker for that action, and the date the decision was made or action taken. This "action item log" will be transmitted to the County on a regular basis.

Task 1.2.2 – Progress Meetings

DHA Project Manager and appropriate staff will meet with the County's Project Manager and others as necessary to manage and deliver this project. For purposes of this scope, a total of 4 meetings at the Yuba County offices are assumed. Additional team meetings will be scheduled via telephone bi-weekly to keep the County informed of the status of the project and to gain timely decisions from the County.

Task 1.2.3 – LAPM Coordination

DHA will develop the project in accordance with the guidelines presented in the current Local Assistance Procedures Manual. The Local Assistance Procedures Manual provides guidelines for project development, project financing, environmental approval, contracting for design, standards for design, and project bidding and construction. DHA will also adhere to the requirements of Caltrans Local Assistance Program Guidelines Manual (LAPG). Chapter 6 of the LAPG presents the requirements of the HBP program.

Task 1.2.4 – Caltrans Coordination

This task includes any work involved in coordinating with Caltrans, including, but not limited to, Caltrans District 3, Structures OSLA, and Headquarters. Potential work elements under Caltrans jurisdiction include approval of bridge type selection, approval of preliminary engineering report, and approval of HBP funding.

TASK 1.3 – PRELIMINARY ENGINEERING

This phase of work is for the environmental documentation and approval process, including the engineering and technical studies necessary to complete the studies. The order that the tasks are shown is not necessarily the order of work, since many of these tasks are interrelated and will actually overlap (See the attached project schedule for details).

Task 1.3.1 – Base Map Preparation

The DHA team includes MHM for the surveying and mapping for the project.

Task 1.3.1.1 – Project Start

The MHM Survey Team will meet with Yuba County and design team personnel to evaluate the project and focus on the needs and concerns of engineering design. All additional data concerning the precise surveying requirements of this project will be gathered, reviewed and discussed at this time. Task includes time budgeted for conference coordination meetings.

Task 1.3.1.2 – Research

The MHM Survey Team will research all relevant land and survey records to recover control network information, record land net information, and other information which may be necessary for the initiation of field survey operations.

Task 1.3.1.3 – Control Surveys

Field Surveys crews will conduct surveys of the control net and land net monuments using GPS and total station methods. Field notes will be maintained to accurately describe each found monument and its relationship to record information.

Task 1.3.1.4 – Topographic Surveys

Field crews will conduct surveys to locate all surface features located within the project corridor. All point data captured will be exported in an ASCII format and imported into an electronic drawing file to initiate the development of the final base mapping.

Task 1.3.1.5 – Preparation of Base Map and Deliverables

This task will compile the captured point data evaluate and post process the points. A digital terrain model will be developed and base map prepared showing all surface features including the bridge and 600 feet of existing roadway upstream and downstream of the existing bridge deck. Elevation contours will be developed and shown with line work and spot elevations.

Task 1.3.2 – Monument Survey

The DHA team includes MHM for the surveying and mapping for the project.

Task 1.3.2.1 – Research

The MHM Survey Team will research all relevant land and survey records to recover control network information, record land net information, and other information which may be necessary for the initiation of monument survey operations.



Task 1.3.2.2 – Monument Surveys

Monument Surveys - MHM field crews will search for record boundary monuments identified on the record of survey maps and relevant to the project. Positions will be established and detailed descriptions of the type and character of the recovered monument will be noted.

Task 1.3.3 – Hydrology And Bridge Hydraulic Report

MHM will perform the Location Hydraulic Study, Scour Analyses and Scour Countermeasure Design, and the Bridge Design Hydraulic Study. MHM will provide the Project Team's structural engineers with necessary hydraulic data for the bridge structure and foundation design.

Location Hydraulic Studies (LHS) and Design Hydraulic Studies (DHS) are required by the Federal Highway Administration and Caltrans for bridges using federal funds. According to the Caltrans *Local Programs Manual*, Location Hydraulic Studies need to provide the following information:

- A brief description of the hydrology;
- Description of the type of traffic using the route;
- Comments on constraints that influence selection of available alternatives;
- Location of property at risk;
- Estimate of potential damage to property at risk; and
- Discussion of the environmental impacts.

Task 1.3.3.1 – Data Review and Field Reconnaissance

MHM will attend a single site visit and initial meeting to discuss project design considerations, identify recent high water marks if possible, document existing stream and floodplain conditions and identify survey requirements for hydraulic modeling purposes. Data available from Yuba County (previous related reports, historic photographs, etc.) and Yuba County Water Agency (Yuba River Flows, 1997 record information, reports, etc.) will be collected during the initial meeting. Any applicable local ordinances, codes, and regulations that may affect bridge design will need to be presented by Yuba County during the site visit and initial meeting.

Task 1.3.3.2 – Hydrologic Analysis

A hydrologic analysis will be performed to identify the standard design flood (most probable 50-year flood) and base flood (most probable 100-year flood) to meet the recommended requirements of Caltrans and FHWA. These floods will be determined, as required by Caltrans and FHWA, using at least two independent methodologies including translation, application of regional equations, and consideration of previously prepared hydrologic analysis if available and appropriate. If possible, we will identify the flood of record. A flood frequency curve for the subject stream or river at the project site will be prepared. The hydrologic analysis does not include the Yuba River but this information will need to be provided by the Yuba County Water Agency. MHM will work directly with the Yuba County Water Agency or through the County of Yuba Public Works.

Task 1.3.3.3 – Hydraulic Analysis

Existing Condition Hydraulic Analysis: An existing condition backwater model will be created at the project site to identify and document existing flood hydraulic conditions. If possible, this model will be calibrated to known high water. The Corps of Engineer's HEC-RAS backwater model will be used for this analysis. Existing condition water surface profiles for the most probable 50- and 100-year floods, flood of record, and the flow of the overtopping flood will be identified, as appropriate.

Preliminary Project Hydraulic Analysis: Backwater models at the project site will be set up representing up to two candidate replacement structures. Water surface elevations of the floods of concern will be determined in order to design the replacement bridges and identify the impacts, if any, of the candidate structures on the water surface elevations. This information, along with other hydraulic information which may be of concern to design of the replacement bridge, will be presented in a memorandum (this memorandum, when supplemented with economic and other project considerations from other disciplines, can be used to complete a Location Hydraulic Study).

Task 1.3.3.4 – Location Hydraulic Study

After selection of a preferred replacement bridge configuration, a final backwater model representing the preferred bridge and including additional project details will be prepared. This model will identify the water surface profiles of the Design Flood, Base Flood and other floods of significance to design of the preferred bridge. It will also identify the appropriate minimum soffit elevation to meet currently recommended design standards of Caltrans and FHWA and, if appropriate, identify hydraulic design exceptions necessary for approval of the preferred bridge. Finally, the effects of the preferred bridge on risk of flood damage to structures in the floodplain will be identified. Figures showing flood profiles and stage-discharge curves as appropriate will be presented in the hydraulic report.

Task 1.3.3.5 – Scour Analysis and Countermeasure Design

The potential local scour will be estimated using methods presented in FHWA HEC-18. The analysis will determine the potential for channel instability considering historic changes in channel geometry and land use using the Type 1 qualitative analysis described in FHWA HEC-20.

Task 1.3.3.6 – Bridge Design Hydraulic Report

Comprehensive draft and final Design Hydraulic Study Report (DHS) reports for the preferred project will be prepared. The report will be prepared in a semi-tabular format with sections including: Executive Summary, Introduction, and Description of basin, Description of stream and site, Hydrologic analysis, Hydraulic analysis, Scour and erosion, other considerations, and Conclusions and Recommendations. The DHS report will address the appropriate concerns presented in the Caltrans Local Programs Manual as well as those of other agencies and identified during the initial meeting. The report will be written to clearly identify the requirements of each agency and identify how the proposed project meets the requirements of each agency. Photos and figures will be included where appropriate.

Task 1.3.4 – Technical

The Technical Memorandum will outline the studies required to address each of the items identified in this scope as well as addressing project opportunities and constraints determined by the Project Team during the proposal writing process and those encountered as the project develops. Specific tasks include, but are not limited to:

- Alignment Study – An alignment study will be performed to determine the most efficient vertical and horizontal alignments for the existing roadway and structure. This study will include typical sections and will take into consideration the existing roadway configuration and the results of other preliminary engineering studies, including the hydraulic review as it impacts the structure profile and the Construction staging, which may have an impact on the horizontal alignment.
- Structure Selection – DHA will prepare a Type Selection study to evaluate the pros and cons of different structure types and they relate to the project location. This will consider the alignment and profile of the replacement structure from our alignment study.
- Environmental Analysis / Permits – NorthStar will provide preliminary information with regard to permits, existing and future land use and Environmental Mitigation Measures. Other issues that will be addressed in the memorandum include historic preservation (Section 106) and water quality (Section 401/404) issues.
- Hydraulics – a Location Hydraulic Study (Floodplain Encroachment Study) will be prepared for the site. This report will contain a description of the hydrology, constraints which will influence the bridge type selection, and a flood frequency curve for the bridge site. This study will be in compliance with Caltrans Local Assistance Procedures Manual (Exhibit 6-N) requirements and is required as part of the environmental documentation.



- Other issues that will be addressed in the Technical Memorandum will include right of way, Utility issues, Construction Cost Estimate and Construction Schedule.

Task 1.3.5 – Preliminary Alignments & Bridge Studies

The bridge replacement project description needs to be defined for use in preparation of the environmental documents. This task includes the engineering studies needed to define the actual limits of the project so the environmental studies can begin. A proposed bridge and roadway alignment will be prepared using the basemap. The bridge profile and span arrangements will be determined in conjunction with the hydraulic studies to provide the best fit for the project site. Depending on stage construction requirements, the existing roadway alignment may need to be adjusted to potentially improve substandard curves and possible site distance limitations that currently exist at the site. A set of geometric alignment drawings (GAD's) showing the horizontal alignment and vertical profile will be prepared and submitted to the County for approval. A Bridge Type Selection study will be prepared in accordance with Caltrans Memo to Bridge Designers 1-29. Due to the issues associated with the bridge site, a formal Bridge Type Selection meeting is anticipated with the County and Caltrans. Upon approval of the GAD's and the bridge type selection, the project description will be prepared for the environmental document, and the APE map prepared along with areas of disturbance. The Bridge General Plan will be prepared and circulated in 11x17 format to the County, Caltrans and other agencies and stakeholders as necessary. A Bridge project estimate of the estimated construction cost.

TASK 1.4 – ENVIRONMENTAL CLEARANCE

NorthStar Engineering's Environmental Division (NorthStar) has extensive experience working on federally funded projects involving Caltrans serving as the District Local Assistance Engineer (DLAE) between a local agency and the Federal Highway Administration (FHWA). All work for this project will be conducted out of the NorthStar Chico office.

Task 1.4.1 – Preliminary Environmental Study

NorthStar will prepare a Preliminary Environmental Study (PES) form per Caltrans requirements. NorthStar will work with the County and the Caltrans Professionally Qualified Staff (PQS) - to determine the appropriate documentation and studies required for this Project. NorthStar will attend or schedule field reviews with the County and Caltrans (see Task 8). NorthStar will submit the PES form to the County for approval and submission to Caltrans. The County will supply the Project Description.

Task 1.4.2 – Delineation of Waters of the U.S.

A delineation of the Waters of the United States (wetland delineation) will be conducted within the APE/Environmental Stud Limit (ESL) of the proposed Project. The County or engineer will supply NorthStar an electronic copy in AutoCad format of the study area with the APE/ ESL clearly defined. All waters of the United States that meet the USACE criteria will be delineated on-site per the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008) in accordance with the current guidelines (i.e. Rapanos) and in accordance with the USACE 2001 minimum mapping standards. NorthStar will obtain aerial photography of the site, using readily available resources. Topography for the Project area will be supplied by the Project engineer or, if not available, USGS topo will be used. If determined necessary by the USACE, NorthStar will conduct a site visit with the USACE to verify the wetland delineation.

Task 1.4.3 – Natural Environment Study

As part of initiation of the proposed Project, and prior to the preparation of the Natural Environment Study (NES), NorthStar will participate in a project kick-off meeting with the County to review all project elements, discuss project goals, alternatives, and constraints. NorthStar will prepare a NES for the proposed Project. The purposes of the NES are:

- Conduct a biological survey of the Project's APE/ESL.
- Determine the potential presence of both state and federally listed species per the California Endangered Species Act and federal Endangered Species Act.
- Identify impacts and mitigation.

When reviewing the California Native Diversity Database (CNDDDB) several sightings of various frog species were determined to occur within the same watershed as the proposed Project. The federally threatened California red-legged frog (CRLF) designated critical habitat and a known occurrence occur approximately 13 miles to the southwest. Although, the proposed Project is at the top of their known elevation (approximately 3,500 feet) there is still potential for them to occur. Approximately 11 miles to the northeast is a known occurrence for Sierra Nevada yellow-legged frog a federal candidate species (SNYLF, formerly mountain yellow-legged frog). This sighting was at approximately 5,500 feet which is the typical elevation for this species. The lower elevation of the Project will likely preclude this species. Just upstream of the proposed Project is a foothill yellow-legged frog (FYLF, state species of concern and a Region 5 USFS Sensitive Species) CNDDDB known occurrence. Thus, NorthStar is anticipating that Caltrans may request a Habitat Assessment for these species. If required, NorthStar has provided an optional task below, which will be used for consultation. At this time the need for a Biological Assessment is not anticipated.

NorthStar will conduct biological surveys per CDFG, California Native Plant Society (CNPS), and USFWS protocol. During the field survey, NorthStar will make a determination regarding presence/absence of potentially occurring species based on habitats observed.

The NES will be prepared following biological surveys (including a rare plant survey if necessary), a CRLF and other frog Habitat Assessment (Optional Task 3.a), completion of a formal wetland delineation, and assessment of the Project's APE/ESL. The NES report will be formatted per Caltrans' most recent guidance and document formats.

NorthStar will be available to meet with the County to discuss possible constraints and opportunities posed by biological resources. In the context of project goals and objectives NorthStar will consult with the County regarding avoidance, minimization and mitigation strategies. Possible mitigation options include:

- On-site avoidance through project re-design;
- On-site minimization;
- Compensation to offset unavoidable impacts to biological resources (on-or off-site options); and
- Construction-related protection strategies for noxious weed control and protection of sensitive biological resources.

Optional Subtask 1.4.3.b California Red-legged Frog and Yellow-legged Frog Habitat Assessment

Due to the numerous recorded occurrences for various frog species that occur within the same watershed as the proposed Project, NorthStar is including an optional task for a Habitat Assessment. Although the Project is at the top elevation for CRLF and is low for SNYLF, the site has a high potential for FYLF to occur. NorthStar will conduct a habitat site assessment by using both the CRLF and FYLF survey protocols. NorthStar will conduct a field survey of the Project site and all surrounding areas within a one mile radius of the Project site utilizing the U.S. Fish and Wildlife Service's (USFWS) Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog, August 2005 and A Standardized Approach for Habitat Assessments and Visual Encounter Surveys for the Foothill Yellow-Legged Frog (Rana boylei) (May 2002).

The protocols require a one mile survey area around the Project site to determine if suitable breeding and/or upland dispersal habitat for the frogs occurs. Per the protocols, all aquatic and upland habitats in the buffer area will be mapped and characterized (e.g. ponds, creeks, pool, etc.). A map of the site showing all habitat types, important features and the location of any associated species identified on-site will be prepared by NorthStar and included in the site assessment report provided to the County and Caltrans (to be submitted to the USFWS). It is assumed that the Habitat Assessment for CRLF will be submitted to the USFWS by the Project's federal lead for informal consultation, if required. It is anticipated that the Project will result in "no adverse effects" to CRLF.

NorthStar will use the APE/ESL map to establish the one mile survey area.

Task 1.4.4 – Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR)

The Scales Road over Slate Creek Bridge was constructed in 1939 and has been evaluated by Caltrans staff as a Category 5 bridge - not eligible for inclusion in the National Register of Historic Places. NorthStar will retain PAR Environmental Services, Inc. (PAR), a



UDBE, to conduct the cultural resources evaluation for this site. PAR proposes to prepare technical documents in compliance with Section 106 of the National Historic Preservation Act, NEPA, and CEQA, including archaeological, architectural and engineering resource documentation, for the proposed bridge replacement (as appropriate). PAR will also coordinate with Plumas National Forest (PNF), if necessary, to acquire an Archaeological Resources Protection Act (ARPA) permit for work on PNF-managed land. PAR will conduct all work in accordance with guidelines presented in the Caltrans Environmental Handbook Volume 2 and the Caltrans January 2004 Programmatic Agreement (PA).

Subtask 1.4.4.a Area of Potential Effects (APE) Map and Records Search Scales Road

PAR will work with Yuba County, NorthStar, and Caltrans to ensure that the appropriate APE map has been identified for this Project. PAR understands, however, that the APE will be drafted and produced by the County and provided to PAR. Once the APE is approved, the cultural effort will be divided into three discrete tasks: research, field inventory, and report preparation.

In order to adequately identify resources within the Project area, it is necessary to examine past use of the land, bridge construction details, and previously identified resources. During this task PAR will conduct research at local repositories. Minimally, research will be conducted at the following archives and repositories.

- Yuba County Offices
- Caltrans District 03
- California State Library (Government Publications and California History Sections)
- California Historical Resources Information System (CHRIS), North Central Information Center (NCIC)
- United States Department of the Interior, Bureau of Land Management

These archives will allow PAR to gather historical records and maps relating to the study areas. In addition, previously recorded sites and buildings, registered historic properties, and other data on the current bridges will be collected at the NCIC and Caltrans. PAR will complete any public noticing required including notifying local residents, avocational historians, or other knowledgeable people regarding the historical development of the area and specific use of any buildings or sites within the study areas. Correspondence will be sent to the Native American Heritage Commission (NAHC), local Native American groups or individuals, and historical societies who may have an interest in the Project in consultation with and on behalf of Caltrans. These letters will inform the groups, individuals or agency of the Project and request any information or concerns regarding the work. Follow-up telephone calls will be made to Native Americans and historical groups after the letters have been sent.

Subtask 1.4.4.b Field Surveys and HPSR/ASR Reports

This Task will consist of conducting archaeological and architectural surveys within the APE. Existing Caltrans information on the bridges will be updated, if needed. A pedestrian survey will be completed, closely inspecting the ground surface for potential archaeological deposits or features. State of California forms will be completed for a maximum of one archaeological site and one bridge site. Completed forms will be submitted to the CHRIS, NCIC for permanent filing.

Caltrans requires a variety of reports documenting the cultural resources located within the project. This scope has been prepared assuming that the Project will require the preparation of a Historic Properties Survey Report (HPSR) and Archaeological Survey Report (ASR). An HPSR will be prepared to transmit the ASR. PAR will provide the draft report in electronic MS Word format for review by the County, Caltrans, and PNF, if required. Final reports will address all comments.

Optional Subtask 1.4.4.c Historical Resource Evaluation Report

It does not appear that any architectural or engineering structure, other than the existing bridge, is present within the proposed project. If any are identified during the survey, however, PAR will prepare a Historic Resources Evaluation Report as an optional task. The HRER will be prepared to meet Caltrans standards as outlined in the Environmental Handbook, Volume 2. As with the HPSR/ASR effort, PAR assumes two rounds of comments by the County, Caltrans and the PNF, if needed, on the draft report.

Task 1.4.5 – Section 4(f) De minimis Documentation

The proposed Project occurs within USFS land in Plumas National Forest, thus NorthStar will evaluate the use of the public land per (23 CFR 774.3) Section 4(f). NorthStar will coordinate with Caltrans and the USFS to gather all applicable information and will incorporate this information into the evaluation. The evaluation will include:

- A description of the proposed Project including maps, land ownership, function, location of existing facilities, and any unusual characteristics of the land
- Potential impacts to the land
- Avoidance alternatives
- De minimis determination
- Assist Caltrans with Public Noticing (if required)

Caltrans will be responsible for making the final determination based on the information provided.

Task 1.4.6 – Hazardous Materials/Hazardous Waste Site Assessment for Lead Paint

NorthStar will retain the services of Hanover Environmental Services, Inc., to conduct a Lead Based Paint (LBP) study of the steel structure over Slate Creek.

1. Prepare a Site Specific Health and Safety Plan (HASP)
2. Collect up to 24 full depth pain samples from the Slate Creek Bridge
3. Document specific sample locations
4. Analyze up to 24 samples for Total Lead
5. Issue a report of findings for Slate Creek Bridge.

Task 1.4.7 – Environmental Permitting

Due to potential project related impacts to Waters of the United States and waters within the jurisdiction of the State of California, several permits are required for the proposed Project including:

- United States Army Corps of Engineers, Clean Water Act, Section 404, Nationwide Permit (NWP) 14-Linear Transportation Projects
- Regional Water Quality Control Board (RWQCB), Clean Water Act, Section 401, Water Quality Certification
- California Department of Fish and Game (CDFG), California Fish and Game Code Section 1602, Notification of Lake or Streambed Application

Subtask 1.4.7.a Impact Analysis to Waters of the U.S.

NorthStar will conduct a thorough impacts analysis to quantify project related impacts to wetlands and waters of the U.S. NorthStar will provide the County with a draft impacts analysis map for review and revisions/modifications, if deemed necessary, prior to finalizing the impact map for inclusion in permit applications.

Subtask 1.4.7.b §404 USACE Permit Facilitation

NorthStar will prepare a §404 NWP 14-Linear Transportation Projects application to USACE. A NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation projects in waters of the U.S. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the U.S. NorthStar assumes this project will not require an Individual Project. A pre-construction notification is required prior to commencing construction activities if: 1) the loss of waters of the U.S. exceeds 1/10 acre; or 2) there is a discharge in a special aquatic site, including wetlands. Per 404 permitting guidelines, the applicant must attempt to avoid and minimize impacts to wetlands where possible. NorthStar



assumes that all mitigation will be accomplished at an off-site mitigation bank or via the in-lieu fee fund. The submittal of the 404 application requires compliance with the National Historic Preservation Act (§106).

Subtask 1.4.7.c §401 RWQCB Water Quality Certification Facilitation

NorthStar will prepare the §401 application for Water Quality Certification from the Regional Water Quality Control Board. The application cannot be submitted until the lead agency has made a determination per CEQA and the Notice of Determination (NOD) has been filed with the County Clerk and the state Office of Planning and Research (OPR). This scope and cost estimate does not include the RWQCB processing fees, which are due upon submission of the application package.

Subtask 1.4.7.d §1600 DFG Streambed Alteration Agreement Facilitation

NorthStar will prepare the §1600 application for a Streambed Alteration Agreement from CDFG and will provide the County with the appropriate permit fees following concretion of the Impacts Analysis. The permit fees are due upon submittal of the application package. Construction drawings at greater than 60% complete for improvements that result in impacts to waters within CDFG jurisdiction will be required. Prior to submission of the permit application, NorthStar may conduct a site visit with CDFG to assure that all desired information is included in our submittal (see Task 8). The application cannot be submitted until the CEQA documentation and the Notice of Determination (NOD) has been filed with the County Clerk and OPR. This scope and cost estimate does not include the CDFG application fee or a Revegetation Plan.

If requested, NorthStar will take pre and post-construction photos as required in the permits.

Task 1.4.8 – Meetings/Conference Calls

Meetings will be attended by the NorthStar Field Manager/Senior Biologist, Trish Ladd and/or by Project Manager/Senior Planner Kamie Loeser. NorthStar will communicate directly with Caltrans and the engineer on this Project and will notify County of all consultations with "outside" agencies including Caltrans. We anticipate attendance at 4 project related meetings, site visits, or conference calls including:

- Field review with Caltrans and the County
- Site Visit with the USACE for wetland verification
- Site Visit with CDFG

TASK 1.5 – GEOTECHNICAL INVESTIGATIONS

Geotechnical studies (provided by Blackburn Consulting; BCI) for this project are proposed to include a Foundation Investigation for the proposed bridge, assistance with 65%, 95%, and final PS&E, as well as bid assistance and construction support services. A Foundation Investigation report will provide foundation recommendations and seismic design criteria. The key geotechnical issues include the depth to rock, rock quality, variation in rock surface along footing lines, mechanical defects and rock excavation. We limit our scope below to a foundation report for a new bridge as described above. This scope does not include an evaluation of roadway approaches or an Initial Site Assessment.

Task 1.5.1 – Project Preparation, Site Visit, Permits and USA

BCI will complete the following items under this task:

- Review the site and pertinent project documents, including existing bridge records and drawings, if available.
- Review published geologic/topographic mapping.
- Mark boring locations for Underground Services Alert (USA) notification.
- Schedule the subsurface exploration and obtain a County boring permit.

Task 1.5.2 – Subsurface Exploration

BCI will drill and sample two test borings to about 30-40 ft. deep, with one boring near each proposed abutment. Actual depths will depend on the selected alignment and rock profile. We will drill at locations that maintain access for local traffic. We expect that rock coring will be necessary for drilling, using lightweight equipment for access across the bridge. We will use a track-mounted drill with air-percussion drilling equipment.

A BCI engineer/geologist will log the borings and direct the sampling. Groundwater elevations will be noted, if encountered. We will collect bulk and relatively undisturbed soil/rock samples from the borings for laboratory testing, and backfill the borings with cement grout per County requirements.

We will supplement the boring data with geologic mapping of the rock outcrops (including measurements of rock foliation/fracturing), and conduct refraction seismic profiles, as appropriate, to extend the boring data. To provide additional rock property information, we will collect Schmidt Hammer data at rock outcrops near the abutments/pier, which will provide additional data on unconfined rock strengths.

Task 1.5.3 – Laboratory Testing

BCI will perform the following laboratory tests, as appropriate, on selected soil/rock samples retrieved from the test borings.

- Moisture Content/Unit Weight for bearing capacity, lateral capacity and settlement analysis
- Unconfined compressive and/or direct shear strength tests for bearing capacity and lateral capacity analysis
- Corrosivity (pH, sulfates/chlorides and minimum resistivity)

Task 1.5.4 – Analysis and Foundation Report

BCI will perform engineering analysis and calculations to determine geotechnical design parameters and recommendations for site preparation and foundation design. The foundation report will contain the following:

- Project and site description.
- Vicinity Map.
- Description of subsurface conditions.
- Discussion of geologic setting.
- "Log of Test Borings" drawings, including field and laboratory test results.
- Site seismicity including recommended ARS curve and Soil Profile Type per current Caltrans Seismic Design Criteria.
- Geotechnical recommendations for structure foundations, including type, elevations, allowable loading, estimated settlement, rock bolt/anchors, and construction conditions for new bridge foundations.
- Limitations of the report.

We will submit a draft foundation report for review and comment prior to the final report.

TASK 1.6 – UTILITY COORDINATION

This task includes only providing all necessary exhibits and drawings required for coordination with the Utility companies. The County will be responsible for all coordination and correspondences with the utility owners during the preliminary and final design phase.

PHASE 2: FINAL DESIGN

Upon receiving written approval for the completion of the CEQA and NEPA processes, Phase 2 - Final Design will commence.



TASK 2.1 - PROJECT MANAGEMENT AND COORDINATION

This task consists of directing the Project Team, project coordination with the County, affected agencies, including telephone coordination and conferences; monitoring schedule and budget performance; and preparing monthly progress reports, invoices, and schedule updates for the County. This is a continuation of the Project Management Tasks defined in Phase 1.

DHA staff will meet with the County staff at a final design phase kick off meeting. At the final design phase kick off meeting, the preliminary design work produced to date, the final engineering scope of work, project requirements, design criteria, and the County's most current scheduling and review requirements will be discussed. The County and DHA will meet on site for a field review to discuss existing conditions and confirm the layout of the bridge at the site. DHA shall prepare and distribute a meeting agenda before the meeting, and minutes with action items required of participants will be prepared and distributed after the meeting.

TASK 2.2 - ROADWAY DESIGN

The roadway civil design will proceed based on the approved Geometric Approval Drawings. The Title Sheet will include the appropriate County and federal funding project identification, as well as a sheet schedule, a vicinity map, the project legend, general notes, project control points, and appropriate signature approval blocks. The roadway Typical Section Sheet will include the roadway structural section as designed, based on a County supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value. Plan, Profile and Superelevation sheets will be produced. The plan view will delineate the general roadway improvements and pavement alignments. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments. The approach roadway will be prepared at appropriate scales. And utility locations, re-grading and conforming details will be shown. Water pollution control and erosion control plans will identify the required BMP's to safeguard the creek from storm water run-off. Roadway design will be in accordance with County standards and Caltrans Highway Design Manual. A list of plan sheets we anticipate preparing is included at the end of this section. Design will be performed in our AutoCAD Land Development Desktop highway design package. All details necessary to construct the roadway, including grading, drainage, pavement structural sections, etc. will be developed.

Task 2.2.1 – 60% Roadway Design

- Prepare draft layout and profile sheets for the project site that may be impacted by the project and submit for geometric approval.
- Meet with County staff to review geometrics. Document and incorporate comments.
- Perform design and prepare draft plans to the 60% level.
- Request preliminary utility relocation plans and costs from all utility agencies possibly affected by the project.
- Perform 60% Quality Control Review and document.
- Prepare for and meet with County staff to review 60% submittal.

Task 2.2.2 – 90% Roadway Design

- Address 60% Agency comments.
- Develop roadway plans to the 90% level.
- Perform 90% Quality Control Review and document.
- Prepare 90% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

Task 2.2.3 – 100% Roadway Design

- Address 90% Agency comments.
- Develop roadway plans to the 100% level.
- Perform 100% Quality Control Review and document.
- Prepare 100% Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

Task 2.2.4 – Final Roadway Design

- Address 100% Agency comments.
- Finalize roadway plans.
- Perform Final Quality Control Review and document.
- Prepare Final Roadway submittal, combine with bridge and other submittal items and submit to the County for review.

TASK 2.3 - TRAFFIC HANDLING DESIGN

Traffic handling details are NOT anticipated on this project.

TASK 2.4 - UTILITY COORDINATION/DESIGN

This task includes only providing all necessary exhibits and drawings required for coordination with the Utility companies. The County will be responsible for all coordination and correspondences with the utility owners during the preliminary and final design phase.

TASK 2.5 - RIGHT-OF-WAY ENGINEERING

DHA will provide the County any mapping files to prepare the necessary documents. The County will be responsible for obtaining all easements and/or ROW for the project. The County will also be responsible for preparing the legal descriptions, plats, and Record of Survey for the project.

TASK 2.6 - BRIDGE DESIGN AND DETAILING

Bridge design will be in accordance with the LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet County, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest edition of the Caltrans Seismic Design Criteria.

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest Yuba County Standards and Caltrans Standard Plans and Standard Specifications.

TASK 2.7 - 60% PLANS SUBMITTAL (ROADWAY & BRIDGE)

A submittal of the 60% plans will be made to the County. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the Type Selection report. DHA will perform an independent QA/QC review of the 60% plans and incorporate appropriate revisions prior to submittal to the County. DHA will deliver five sets of half size (11x17) plan sheets. Upon receipt of County comments on the 60% plans submittal, DHA will review and incorporate applicable revisions into the design and will resubmit at the 90% submittal.

TASK 2.8 - BRIDGE DESIGN CHECK

Upon completion of the 60% submittal, DHA will perform an independent design check of the bridge plans in conformance with usual Caltrans bridge design procedures. A plan set will be marked up following DHA QC plan.

TASK 2.9 - SPECIFICATIONS

Prior to the 90% PS&E Submittal, the plans will be reviewed by DHA and an updated contract items list will be produced. The technical specifications will then be compiled using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSP's). DHA will prepare required technical special provisions for Sections 8, 9 and 10, and will compile with County supplied boilerplate specifications, including Section 4, order of work, time of completion, etc. The basis of the specifications shall be the latest Caltrans Standard Specifications. It is assumed that the County will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications. DHA will assemble the final project specifications ready for printing the contract documents.

TASK 2.10 - ENGINEER'S ESTIMATE

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road



quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators must agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the County and Caltrans, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Non-participating costs, if any, will also be segregated. Five (5) percent of the total estimate will be added for contingencies, per current Caltrans guidelines, and an additional five (5) percent County contingency will also be added to arrive at the cost presented to the County.

TASK 2.11 - QUALITY CONTROL (ROADWAY & BRIDGE)

Quality control reviews will be conducted before the following submittals:

- 60% Plan Submittal
- 90% PS&E
- Final PS&E

The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. The Geotechnical Engineer shall review the Structure plans prior to the 65% Plan Submittal for compliance with the geotechnical recommendations. DHA shall perform an independent QC/QA review prior to the submittals listed above being transmitted to the County.

TASK 2.12 - DRAFT PS&E SUBMITTAL (ROADWAY & BRIDGE)

A submittal of 90% Draft PS&E will be made to the County. The submittal will include the plans, specifications and estimate. Five sets of 11x17 plans with a set of special provisions and the Engineer's Estimate will be submitted to the County. DHA will perform an independent QA/QC review of the 90% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the County. County may submit the PS&E package to Caltrans District Local Assistance and to the Caltrans Division of Structures Local Assistance for review. DHA will assist the County with preparation of the Caltrans PS&E Certification Form.

Bridge Plans will be submitted in AutoCAD format. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel.

TASK 2.13 - ENVIRONMENTAL PERMITTING

Construction of the new bridge is anticipated to result in temporary and permanent impacts to waters of the United States. All discharges of fill materials to waters of the United States require authorization under Section 404 of the Clean Water Act. NorthStar anticipates that the proposed project would qualify for Section 404 authorization under Nationwide Permit 14 (Linear Transportation Projects) from the U.S. Army Corps of Engineers (USACE), and that an Individual Permit would not be required. It is anticipated that any required mitigation would consist of restoration of temporarily disturbed areas, purchase of wetland mitigation credits, or payment of in-lieu fees; and that a detailed on-site mitigation program will not be required. Projects that require Section 404 authorization from the USACE must also obtain water quality certification from the Regional Water Quality Control Board (per Section 401 of the Clean Water Act). Additionally, any work affecting the bed or bank of Deep Ravine requires notification to the California Department of Fish and Game (CDFG). Based on the notification, the CDFG may require a Streambed Alteration Agreement before work begins.

After completion of the required technical studies and development of adequate project detail, NorthStar will prepare permit application packages suitable for submittal to the regulatory agencies. The County will be responsible for payment of any application fees. The Pre-Construction Notification (PCN) for authorization under Nationwide Permit 14 can be submitted after completion of the delineation report and cultural resources evaluation. However, any required consultation under the NHPA or Endangered Species Act must be completed before the USACE can issue authorization to proceed. The application packages for water quality certification and CDFG notification can be submitted when a public draft CEQA document has been circulated by the County. However, both the RWQCB and the CDFG cannot issue final authorizations until the CEQA process is completed and a Notice of Determination is available.

TASK 2.14 - FINAL PS&E (ROADWAY & BRIDGE)

The final bridge contract documents will be prepared and submitted to the County as described below.

Task 2.14.1 - Final Revisions (Roadway & Bridge)

Upon receipt of comments from the Draft PS&E submittal to the County, and other jurisdictional agencies, which will be routed through the County, final revisions will be made. DHA will incorporate appropriate comments in the plans, specifications, and estimate.

Task 2.14.2 - Final Submittal (Roadway & Bridge)

DHA will incorporate comments and submit final plans, specifications and estimate to the County. DHA will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to the County. The transmittal will include the following:

TASK 2.15 - BID PERIOD CONSULTATION

DHA will provide bidding assistance to the County. This will include consultation and interpretation of the contract documents and assisting the County in preparing addenda to the PS&E, and attending pre-bid or construction meetings and bid openings.

PHASE 3: CONSTRUCTION PHASE

TASK 3.1 - CONSTRUCTION SUPPORT

DHA will respond to contractors inquiries through Resident Engineer's request. DHA will prepare drawings and review change orders requested by the County or the Resident Engineer. In addition, Consultant will make field visits to the construction site requested by the Resident Engineer. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities.

TASK 3.2 - FINALIZE PROJECT RECORDS / PREPARE AS-BUILT DRAWINGS

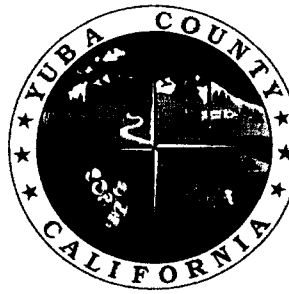
DHA will take the Resident Engineer's notes on the contract plans and change orders and prepare As-Built drawings in digital and hard copy format for the project to be submitted to County.

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



316-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: September 4, 2012

SUBJECT: Agreement between the County of Yuba and the Yuba College District for Learning Disability (LD) Testing, Assessment Services and Counseling for CalWORKs

RECOMMENDATION: Board of Supervisors approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba College District for Learning Disability (LD) Testing, Assessment Services and Counseling for the CalWORKs program with a contract fee not to exceed \$50,000.00 per fiscal year is recommended.

BACKGROUND: Since April, 2001, Yuba County has entered into Agreement with Yuba College District to provide Learning Disability (LD) testing, assessment services and counseling for CalWORKs participants. This is a renewal of that Agreement for the three-year term of July 1, 2012 through June 30, 2015.

DISCUSSION: Under this Agreement, Yuba College District will provide learning disability testing, assessment services, and counseling at the Yuba College Campus to CalWORKs participants as part of their employment services activity provided by the CalWORKs program to assist them in achieving self-sufficiency.

COMMITTEE: The Human Services Committee recommended approval on August 14, 2012

FISCAL IMPACT: Approval of this Agreement will not impact County Funds, as the cost of \$50,000.00 per fiscal year for services rendered under this Agreement will be funded by the CalWORKs single allocation. This cost is included in the budget for FY 2012/2013.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Learning Disabilities (LD) Testing, Assessment Services and Counseling ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College District ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-4.

2. TERM.

Commencement Date: July 1, 2012

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2012, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. CONFIDENTIALITY PROVISIONS.

At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR must maintain compliance with confidentiality regulations as set forth in Attachment "F."

8. DESIGNATED REPRESENTATIVES.

The Director of YCHHSD is the representative of the COUNTY and will administer this Agreement for the COUNTY. The President of Yuba College is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

9. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G - Fee For Service Schedule
Attachment H – Cost Justification
Attachment I – Yuba College Quarterly Statistical Report
Attachment J - Invoice Format

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10. TERMINATION.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

July 12, 2012.

"COUNTY"
COUNTY OF YUBA


_____, Chair
Yuba County Board of Supervisors

"CONTRACTOR"
YUBA COLLEGE DISTRICT



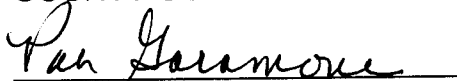
Dr. Douglas B. Houston
Chancellor
Yuba Community College District

INSURANCE PROVISIONS APPROVED:



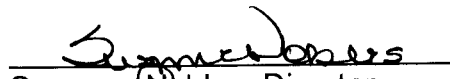
Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:



Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A SERVICES

A.1 GENERAL.

CONTRACTOR agrees to provide Learning Disability (LD) Testing, Assessment Services, and Counseling to CalWORKs participants referred by a CalWORKs case manager. LD Testing and Assessment Services and Counseling Services will be provided at Yuba College, Marysville Campus.

A.2 CONTRACTOR SCOPE OF SERVICES AND DUTIES.

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

A.2.1. For Learning Disability (LD) Testing, Assessment Services and Counseling, CONTRACTOR agrees:

- A. To provide Intake and LD Testing to CalWORKs participants referred by YCHHSD CalWORKs case manager, as follows:
 - 1) Intake: An intake booklet will be given to the client and the information in the booklet will be reviewed during the intake appointment to determine the appropriate steps to be taken regarding Learning Disability Testing or other testing that may be appropriate as determined by the L.D. Specialist.
 - 2) Achievement Testing: The client will be administered Achievement Tests, as appropriate.
 - 3) Cognitive Testing: Client will be administered Cognitive Tests to determine eligibility for a Learning Disability. Cognitive Testing shall include testing, scoring, interpretation, and exit interview with the client.
 - 4) No Show: CONTRACTOR will contact the client and reschedule the appointment three (3) times. After the third "no show," the CONTRACTOR will close the case and send a letter to the CalWORKs case manager notifying them of the closed case.
- B. To provide a written report upon completion of the assessment. The report will include an evaluation of the results of all assessments (including the LD assessment), a determination of eligibility for community college services and accommodations, as well as identification of career and world-of-work fields that are compatible with the client's abilities.

- C. To have the LD Specialist available for individual consultation meetings with the case manager(s) and client(s) as needed.
- D. To have the LD Specialist provide services to clients to the level of available funding.

A.2.2. For CalWORKs College Counseling, CONTRACTOR agrees to:

- A. Provide academic, career, personal and social counseling to a diversified CalWORKs student population.
- B. Organize and implement follow-up of CalWORKs students.
- C. Assist CalWORKs students with academic advising, understanding academic regulations, decision-making and personal development skills.
- D. Assist CalWORKs students on probation in overcoming academic deficiencies and developing plans for improving performance.
- E. Work with CalWORKs students to develop comprehensive educational plans in approved programs.
- F. Provide attendance sheet to CalWORKs by the tenth of the month following the month of service.
- G. Serve as liaison with the Health and Human Services-CalWORKs Program staff in Yuba County.
- H. Make referrals to faculty members, student personnel services (e.g. CalWORKs case manager, Child Care, Job Placement, Financial Aid Academic Skills Center) and social services agencies.
- I. Provide current labor market information to the Health and Human Services CalWORKs Program Manager and meet to agree upon the academic curriculum by September 30th of each fiscal year during the term of this Agreement.

A.2.3. By the 4th of the month following the end of each Fiscal Quarter during the term of this Agreement, complete and submit to YCHHSD a Yuba College Quarterly Statistical Report (Attachment I) for the preceding Fiscal Quarter period.

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A.3. TIME SERVICES RENDERED.

Services will be rendered during Disabled Student Program and Services/College business hours, which are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Adjustments will be made to accommodate clients as needed. Yuba College holidays will be observed.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

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

**ATTACHMENT B
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifty Thousand Dollars (\$50,000.00) per fiscal year, in accordance with the maximum incremental amounts specified below:

<u>Service</u>	<u>Maximum Incremental Amount</u>	
Learning Disability Assessment	\$24,707.20	(per Attachment G – Fee for Service Schedule)
Counselor	\$25,292.80	(Based on a rate of \$486.40 per 7-hour Day per Attachment G – Fee for Service Schedule)
Amount Payable per Fiscal Year	\$50,000.00	

In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Fifty Thousand Dollars (\$50,000.00) per fiscal year without an amendment to this Agreement approved by the Yuba County Board of Supervisors. By mutual agreement, at the beginning of the second and third fiscal years in which this Agreement is in effect, the maximum amount payable under this Agreement and the rates charged by CONTRACTOR may be reviewed, renegotiated, and amended if mutually agreed to by both parties.

B.1.1 On a monthly basis, CONTRACTOR shall submit detailed invoices for payment of services rendered in the format specified in Attachment J- Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services.

B1.2 CONTRACTOR understands and agrees that payment will not be paid if and until any overdue Yuba Community College Quarterly Statistical Report or verification of insurance as specified in Attachment E, Provision E.4 is provided by CONTRACTOR.

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement.

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

C.8 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

ATTACHMENT D GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

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

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

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

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

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

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

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

the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall

determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Yuba College District
Dr. Kay Adkins,
Yuba College President
2088 North Beale Rd
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

1. General Liability: (including operations, products and completed operations.)	<u>\$1,000,000</u>	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	<u>\$1,000,000</u>	Per accident for bodily injury and property damage.
3. Workers' Compensation:	As required by the State of California.	
4. Employer's Liability:	<u>\$1,000,000</u>	Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease.
5. Professional Errors and Omissions Liability	<u>\$1,000,000</u>	Per incident: \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed \$2,500.

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

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

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

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

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

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

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

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

**ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

F.1 INTRODUCTION.

For the purposes of carrying out a contract for Learning Disabilities Testing, Assessment Services, and Counseling entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

F.2.1 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual

who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

- F.4.2.5** Not leaving unattended or accessible to unauthorized individuals;
and
- F.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.
- F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.
- F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.
- F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.
- F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.
- F.4.8 NOTIFICATION OF BREACH.**
- F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.
- F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer
Phone: (530) 749-6382 or (530) 749-6311
E-Mail: kcole@co.yuba.ca.us
Fax: (530) 749-6281

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

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

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

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

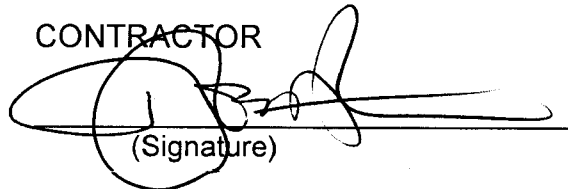
F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 7/12/12

CONTRACTOR

(Signature)

Dr. Douglas B. Houston
Chancellor
Yuba Community College District

ATTACHMENT G
FEE FOR SERVICE SHEDULE

Learning Disability Assessment

<u>Service</u>	<u>Rate</u>
No Show	\$ 65.00
Intake Appointment	\$ 65.00
Achievement Testing	\$200.00
Cognitive Testing	\$500.00
Report Writing	\$100.00

Counseling Services

Counselor	\$486.40 / day
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ATTACHMENT H
COST JUSTIFICATION

Counselor Services

Personnel:

Salary	\$25,924.50	\$411.87
Benefits	\$2,551.50	\$51.03

Administrative Overhead:

Coordination & Services	<u>\$1,175.00</u>	<u>\$23.50</u>
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Total	\$29,651.00	\$486.40
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Counselor Services Cost Per 7-Hour Day		\$486.40
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Statistics From

[illegible]

SUMMARY: Learning Disability - The monthly and fiscal year breakdown skews the data in that the breakdown does not reflect the semester system of the college and the population moves in an out of activities. For example, a student may show for an LD intake appointment in 02-03 and start testing in 03-04.

COLLEGE CAMPUS COUNSELING

Referred = Received Referral form from worker (SIPS and County Referred)

Contact = Number of counseling appointment with students

SIP = Self Initiated Participants

**ATTACHMENT J
INVOICE FORMAT**

Contractor Name: _____
Address: _____

Name of Contact: _____
Phone Number: _____

Period of Service: _____

Learning Disabilities Assessment

<u>Client Name</u>	<u>Type of Service</u>	<u>Rate</u>	<u>Amount</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

<u>Counseling</u>	<u># of Days of Service</u>	<u>Rate/Day</u>	<u>Total Charges</u>
_____	_____	_____	_____
_____	_____	_____	_____

Invoice 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; and that back-up documentation is on file.

Authorized Signature _____
Date

Mail invoice and back-up documentation to:
Yuba County Health and Human Services Department: Fiscal
P.O. Box 2320,
Marysville, CA 95901

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



317-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: September 4, 2012

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the State of California for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) Grant for Federal Fiscal Years 2012/2016

RECOMMENDATION: Approval by the Board of Supervisors of the Resolution authorizing the Health and Human Services Department to enter into Agreements with the State of California for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) Grant for the period of October 1, 2012, through September 30, 2013 (term for Social Services Division) and October 1, 2012, through September 30, 2016 (term for Public Health Division) and authorizing the Chair of the Board to execute documents as required by the grant and to accept grant funds is recommended.

BACKGROUND: The Health and Human Services Department has been selected by the California Department of Public Health (CDPH), in conjunction with the California Department of Social Services (CDSS), to receive a \$950,000 grant award, with \$150,000 awarded to the "County Welfare Department" and \$200,000 awarded each year of the grant period to the "Local Health Department," to partner and coordinate efforts to manage the SNAP-Ed program at the local level. The program, made available to the State of California through the United States Department of Agriculture (USDA), is intended to provide nutrition interventions and education to low-income residents on making healthier choices within their limited budgets, and increase physical activity.

DISCUSSION: The tight deadline to submit a Budget Justification, Project Synopsis and Scope of Work for these grant funds did not allow time to seek Board approval prior to submitting the required documents to the State. Approval of this Resolution will allow Health and Human Services to enter into agreements for grant funds in the amount of \$150,000 for the Social Services Division for the period of October 1, 2012, through September 30, 2013, and \$800,000 (\$200,000 each year of the grant term) for the Public Health Division for the period of October 1, 2012, through September 30, 2016.

COMMITTEE: The Human Services Committee recommended approval on August 14, 2012.

FISCAL IMPACT: Adoption of this Resolution of the Board will not impact County Funds as there is no match requirement for the grant funds.

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

IN RE:

AUTHORIZE YUBA COUNTY HEALTH AND)	
HUMAN SERVICES DEPARTMENT TO ENTER)	
INTO AGREEMENTS WITH THE STATE OF)	
CALIFORNIA FOR THE SUPPLEMENTAL)	Resolution No. _____
NUTRITION ASSISTANCE PROGRAM)	
EDUCATION (SNAP-Ed) GRANT FOR THE)	
PERIOD OF OCTOBER 1, 2012, THROUGH)	
SEPTEMBER 30, 2013, FOR THE SOCIAL)	
SERVICES DIVISION AND THE PERIOD OF)	
OCTOBER 1, 2012, THROUGH SEPTEMBER)	
30, 2016, FOR THE PUBLIC HEALTH)	
DIVISION AND FURTHER AUTHORIZE THE)	
CHAIR OF THE BOARD TO EXECUTE)	
DOCUMENTS AS REQUIRED BY THE GRANT)	
AND ANY PERTINENT DOCUMENTS)	
TO THIS PROGRAM AND TO AUTHORIZE)	
THE ACCEPTANCE OF FUNDS)	

WHEREAS, the State of California has made funds available through California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) to provide nutrition education to Californians participating or eligible to participate in the CalFresh (formerly known as the Food Stamp Program in California). California SNAP-Ed is federally funded by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services

(CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California*.

WHEREAS, Yuba County Health & Human Services Department was selected to receive a \$950,000 grant award, with \$150,000 to be awarded to the "County Welfare Department" for the period of October 1, 2012, through September 30, 2013, and \$200,000 to be awarded each grant year to the "Local Health Department" for the period of October 1, 2012, through September 30, 2016, for the purpose of continuing the partnership of managing the SNAP-Ed program at the local level.

WHEREAS, it is in the best interests of the residents of Yuba County to continue participating in the SNAP-Ed program and utilize the award funds to provide nutrition interventions and education to the low-income residents in an effort to increase healthier food choices and daily physical activity in an effort to reverse the obesity epidemic and reduce health disparities for Yuba County's vulnerable populations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of the comprehensive SNAP-Ed Agreements to the State of California is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chair of the Board is hereby authorized to accept

\$150,000 for the Social Services Division for the period of October 1, 2012, through September 30, 2013, and \$200,000 each grant year for the Public Health Division for the period of October 1, 2012, through September 30, 2016, and any subsequent funds awarded for the stated period; to execute, upon review and approval of the County Counsel, documents as required by the grant contracts for the stated period; to authorize and execute the transfer and allocation of funds for the stated period, and further, the Chair of the Board is granted permission to amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under the grant if the allocation, or a portion thereof, is

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awarded. A copy of the said contracts or any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

County of Yuba

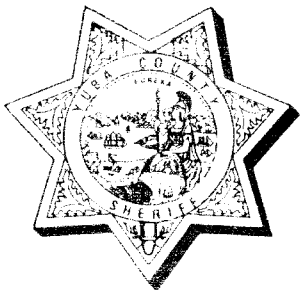
By: _____
Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES
COUNTY COUNSEL

By: *Pat Gramone*



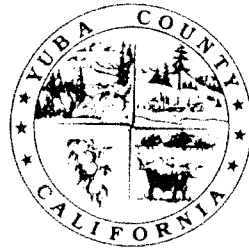
Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

318-12

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

Ph: 530-749-7777 • Fax: 530-741-6445



SEPTEMBER 4, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *sdm*

RE: INMATE WELFARE EXPENDITURE SUMMARY

RECOMMENDATION:

Review the Inmate Welfare Expenditure Summary for Fiscal Year 2011-12 pursuant to Penal Code Section 4025 (e).

BACKGROUND:

The money and property deposited into the inmate welfare fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facility. Maintenance of county jail facilities may include, the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff.

DISCUSSION:

Attached is the expenditure summary for Inmate Welfare Funds for the Fiscal Year 2011-12.

FISCAL IMPACT:

No fiscal impact to the General Fund. All expenditures were made directly from the Inmate Welfare Trust Fund.

COMMITTEE ACTION:

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

Inmate Welfare Expenditure Summary for FY 2011-12

Expenditure Summary for Inmate Welfare Fund for Fiscal Year 2011-12 pursuant to Penal Code Section 4025 (e).

Commissary Purchases.....	\$ 121,020.24
Books and Reading Materials.....	\$ 14,542.62
Video Rentals.....	\$ 305.47
Attorney access phone.....	\$ 203.04
Games.....	\$ 1,627.08
Postage/pre-stamped envelopes.....	\$ 1,854.02
Office supplies	\$ 1,023.15
Salaries/Benefits.....	\$ 232,957.85
Vocational Instructional Expenses.....	\$ 16,933.68
AT&T phone calling cards.....	\$ 37,928.00
Inmate Incentive Program.....	\$ 1,344.71
Legal Research Fees.....	\$ 378.00
New equipment purchases (TV's, remotes, water heaters)	\$ 1,633.56
Miscellaneous - Kiosk debit machine	\$ 619.20
 Total Expenditures for Fiscal Year 2011-12.....	 \$ 432,370.62



COUNTY

DEPARTMENTS

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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



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

HOUSING AND COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 4, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR *Michael Lee*
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR *Ryan McNally*

SUBJ: APPROVE UPDATED FEE RESOLUTION FOR HAMMON GROVE AND SYCAMORE RANCH
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO TEMPORARILY REDUCE FEES FOR SPECIAL
PROMOTIONS AND/OR EMERGENCIES

RECOMMENDATION:

That the Yuba County Board of Supervisors approve the updated Hammon Grove / Sycamore Ranch Fee Resolution which includes a provision giving the Public Works Director the authority to temporarily reduce overnight camping fees in regard to special events, promotions and/or emergencies.

BACKGROUND:

In order to increase patronage, effective marketing has become a chief concern to ensure the public is increasingly aware of the outdoor experience at Sycamore Ranch. Recently, staff found an opportunity to advertise in a publication which is circulated in numbers reaching approximately 100,000 people. To capitalize on this opportunity, it was proposed to include a coupon redeemable at Sycamore Ranch which would reduce the overnight rate by 25% temporarily during the off season.

DISCUSSION:

The updated fee resolution grants the Public Works Director authority to temporarily reduce the individual overnight camp fees in this regard to both increase patronage through effective marketing strategies and/or to make available affordable use of the campground in emergency situations.

COMMITTEE ACTION:

Because of the timeline required for advertising, the Land Use and Public Works Committee was bypassed for this item.

FISCAL IMPACT:

Minimal fiscal impact. Under these circumstances, the fees collected from campers will be marginally less than normal, but the intent is to increase long term revenue by repeat patronage and word of mouth advertisement.

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BEFORE THE COUNTY OF YUBA
BOARD OF SUPERVISORS

IN RE:

RESOLUTION ADOPTING A RESERVATION)
PROCESS AND ESTABLISHING FEES AT)
AND FEE WAIVERS AT HAMMON GROVE)
AND SYCAMORE RANCH) RESOLUTION NO. _____

WHEREAS, the County of Yuba has adopted Chapter 8.79 of the Yuba County Ordinance Code that allows the Board of Supervisors by resolution to adopt regulations and policies with respect to the use of Hammon Grove Park and Sycamore Ranch; and,

WHEREAS, charging a minimal fee for reserving certain day use and campground areas within Hammon Grove and Sycamore Ranch would help defray maintenance costs associated with increased park usage by persons and groups; and,

WHEREAS, Section 8.79.070 of the Yuba County Ordinance Code allows the Board of Supervisors to set the fees for organized events, daytime use, and overnight camping by resolution and that the fee schedule may require periodic revisions; and,

WHEREAS, Section 8.79.060 further allows the Board of Supervisors to designate a department or designee to issue permits for organized events;

NOW, THEREFORE, the Board of Supervisors of Yuba County does hereby adopt the following:

A. Hammon Grove and Sycamore Ranch Group Reservation Process:

1. Group day use and overnight camping reservations are confirmed at time of payment which can be made in person or by mail to the Yuba County Public Works Department, located in the Government Center at 915 8th Street, Suite 125, Marysville, CA 95901. Hours of operation are 8a.m. to 5p.m., Monday through Friday. NO RESERVATIONS CAN BE MADE OVER THE PHONE. Telephone inquiries concerning available dates should not be considered as confirmed reservations. All permits are issued on a first-come, first-served basis. All fees must be paid upon completion of a reservation by CASH OR CHECK ONLY. Please make checks payable to: YUBA COUNTY PUBLIC WORKS.

2. Facility reservations may be made for the current year beginning the first working day in January.
3. Group site reservations at Sycamore Ranch must be made and paid for at least one (1) week in advance.
4. Permit holders must immediately notify the Yuba County Public Works Department of any cancellations or changes.
5. When a cancellation is initiated, refunds will be processed as follows:

- At least 30 days in advance all but \$15 processing fee.
- Less than 30 days in advance NO REFUNDS

Refunds take approximately 4 weeks and will be sent by mail. Cancellations must be made in person or by mail with a copy of the permit or proof of identification. Any changes that a permit holder wishes to make to a reservation must be done in person at the Yuba County Public Works Department.

6. If a permit holder is unable to use the facility due to inclement weather conditions, contact must be made with Yuba County Public Works Department on the next business day after the scheduled event to receive a refund. A refund cannot be given if notification is not made within the next business day. Refunds are the full amount less a \$15 processing fee. Refunds take approximately 4 weeks and will be sent by mail
7. The person responsible for the conduct of an activity must sign the facility permit, e.g. school principal, president, owner, manager. Permit holder is responsible for the supervision and safety of all participants at this event. The permit must be kept at the facility during use and shown to anyone requesting verification.
8. Picnic facilities will be clean and ready for permit holder by 9 a.m. We cannot guarantee their condition after 9 a.m. Permit holder is responsible for leaving area clean on departure.
9. During periods of major construction or due to emergency repairs and maintenance, the Yuba County Public Works Department reserves the right to cancel or reschedule permits.
10. The permit holder should always attempt to resolve any reservation conflict with caretaker. In the event the permit holder is unsuccessful in resolving the conflict, please notify Public Works at 749-5420 during normal business hours or the Sheriff's Department at 749-7777 outside business hours.
11. Organized events or overnight camping are available in designated areas for groups meeting ordinance criteria, with advance approval from the Yuba County Board of Supervisors or a designee thereof.
12. If a deposit was paid for an organized event/overnight camping reservation, a refund will be issued minus any damages or cleanup charges. Refunds take approximately 4 weeks and will be sent by mail.

B. Sycamore Ranch Individual Campsite Permits:

1. Permits for individual campsites shall be issued on a daily basis onsite at Sycamore Ranch via a locked self service strongbox and upon receipt of CASH or CHECK ONLY made payable to YUBA COUNTY PUBLIC WORKS. Individual campsite permits are issued on a first come, first served basis. Parties staying multiple days shall either pay for each day stayed in advance or renew daily. All individual campsite permits are final and non refundable.
2. Veterans who present a valid State of California Distinguished Veteran Pass and photo identification shall be granted a fee waiver for one (1) individual campsite for a period of time not to exceed five (5) consecutive days every three (3) months.
3. In an effort to increase patronage by promoting special offers and/or events, or to otherwise accommodate emergency needs at Sycamore Ranch, the Public Works Director at his/her discretion may reduce the individual overnight site fees on a temporary basis. Group site reservations shall not be subject to reduction under this provision.
4. Pursuant to Yuba County Ordinance Section 8.79.060, no person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat or other trailer at any one (1) campsite.

C. Fee Schedule(s):

Hammon Grove Day Use and Picnic Area			
		0 - 4 HOURS	4+ HOURS
A	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
B	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
C	Large Built in BBQ, Nine (9) Tables and Stage	\$45	\$85
Optional Electricity for Packages A - C		\$25	\$25

Hammon Grove Group Camping (Per Night)	
Special Event Only	FEES TO BE DETERMINED BY THE PUBLIC WORKS DIRECTOR

Sycamore Ranch Campsites (Per Night)			
Individual Site ("First Come, First Served" – no reservations)	\$	20.00	EA
Group Site A (72 person capacity - must be reserved in advance)	\$	250.00	EA
Group Site B (60 person capacity - must be reserved in advance)	\$	200.00	EA
Group Site C (60 person capacity - must be reserved in advance)	\$	200.00	EA
Group Site D (20 person capacity - must be reserved in advance)	\$	75.00	EA

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba State of California, on the _____ day of _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

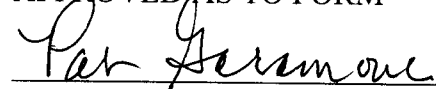
ABSTAIN:

_____, CHAIR

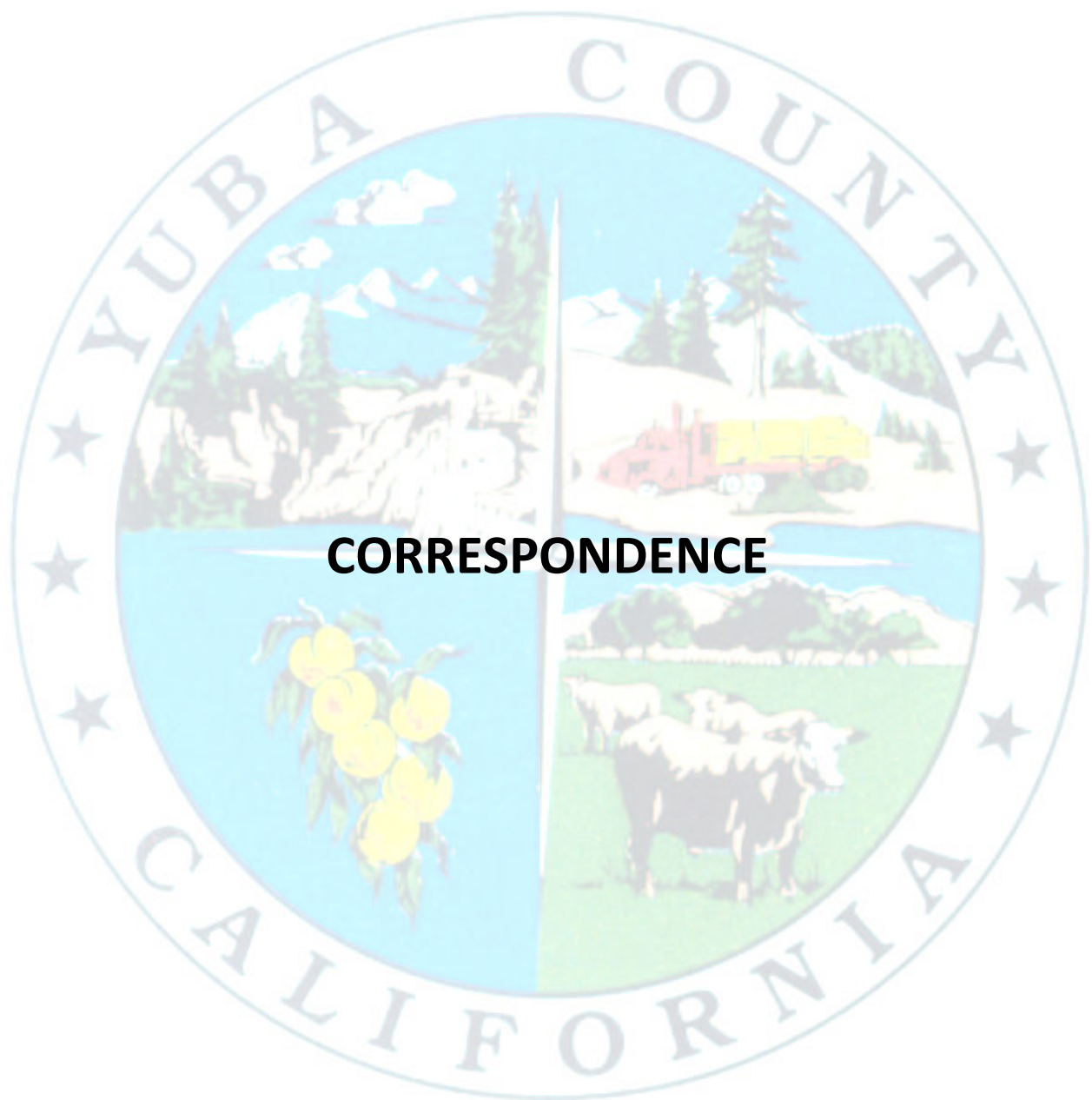
ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: _____

APPROVED AS TO FORM



ANGIL MORRIS-JONES
COUNTY COUSEL





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2012 Local Agency Biennial Notice

Name of Agency: YUBA COUNTY WATER AGENCY

Mailing Address: 1220 F STREET, MARYSVILLE, CA 95901

Contact Person: JEANENE UPTON Office Phone No: 530-741-6278

E-mail: JUPTON@YCWA.COM Fax No: 530-741-6541

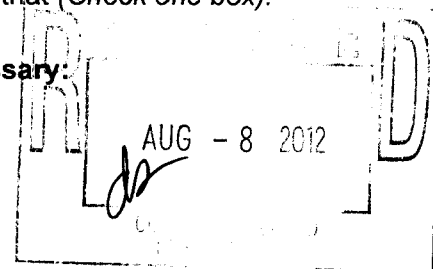
Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☐ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) _____



☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

Ant Ceballos
Signature of Chief Executive Officer

8-6-12
Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

Board of Supervisors, Yuba County Government Center, 915 8th Street, Suite 109, Marysville CA 95901

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

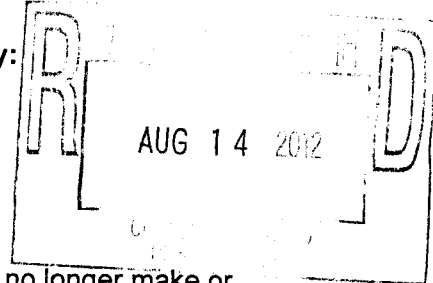
2012 Local Agency Biennial Notice

Name of Agency: STRAWBERRY VALLEY CEMETERY
 Mailing Address: P.O. BOX 395
 Contact Person: BEN BORISOFF Office Phone No: 530 675-2504
 E-mail: _____ Fax No: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

- ☐ An amendment is required. The following amendments are necessary:
 (Mark all that apply.)
- ☐ Include new positions.
 - ☐ Revise disclosure categories.
 - ☐ Revise the titles of existing positions.
 - ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
 - ☐ Other (describe) _____



- ☒ No amendment is required.
☐ The code is currently under review by the code reviewing body.

Verification

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[Signature]
 Signature of Chief Executive Officer

AUG 11 '12
 Date

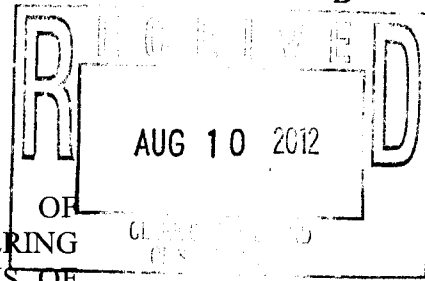
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Board of Supervisors, Yuba County Government Center, 915 8th Street, Suite 109, Marysville CA 95901

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 12.17

RESOLUTION OF THE BOARD OF TRUSTEES OF
WHEATLAND UNION HIGH SCHOOL DISTRICT ORDERING
AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF
THE ELECTION ORDER



WHEREAS, the Board of Trustees (the "Board") has determined that Wheatland High School within the Wheatland Union High School District (the "District") needs to be upgraded, repaired, improved, and better equipped to enable the District to maintain and enhance the educational opportunities of students in the District; and

WHEREAS, notwithstanding ongoing efforts to obtain sufficient facility money from the State of California (the "State"), the State is unable to provide the District with enough money for the District to adequately maintain and expand its educational facilities; and

WHEREAS, in the considered judgment of the Board, mindful of the opportunity that currently low construction costs and historically low interest rates afford, it is in the best interests of the District residents to provide additional facility and site improvement funding to meet such needs now by means of a general obligation bond, for the evidence gathered indicates that if these needs are not addressed now, they will only become more pressing and more costly; and

WHEREAS, Proposition 46, approved by the voters of the State on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for *ad valorem* tax levies used to pay for debt service for bonded indebtedness to 55% of the votes cast on a school district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for certain necessary improvements and enhancements to District educational facilities; and

WHEREAS, the Board hereby determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, that the restrictions in Proposition 39 which prohibit any

bond money from being wasted or used for inappropriate administrative salaries or other operating expenses of the District be strictly enforced by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the "Elections Code") requires that a tax rate statement to contained in all official materials, including any ballot pamphlet prepared, sponsored, or distributed by the District, relating to the election; and

WHEREAS, the Board desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 6, 2012, and to request the Yuba County Registrar of Voters to perform certain election services for the District;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests the Yuba County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$9,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the projects described in Exhibits A and B hereto. Both exhibits are directed to be printed in the voter pamphlet.

That the date of the election shall be November 6, 2012.

That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A", incorporated by reference herein, and containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot propositions in Exhibit "A" and "B" are subject to the following requirements and determinations:

the proceeds of the sale of the Bonds shall be used only for the purposes set forth in the ballot measure and not for any other purpose, including teacher and administrator salaries and other school operating expenses;

that the Board, in establishing the projects set forth in Exhibit "B", evaluated the safety, class size reduction, classroom, educational, and information technology needs of the District as well as the importance of the projects to student achievement and enhanced instruction;

that the Board will cause an annual, independent performance audit to be conducted to ensure that the Bond moneys get expended for the projects identified in Exhibit "B" hereto;

that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

that the Board shall appoint a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

that the tax levy authorized to secure the Bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

That the authority for the specifications of this election order is contained in Sections 5322 of the Education Code.

That the Yuba County Registrar of Voters and the Yuba County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012 within the District.

That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Yuba County Registrar of Voters no later than August 10, 2012.

That the maturity of any Bonds issued pursuant to Section 15264 *et seq.* of the Education Code hereto shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have a maturity of not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation. The Board also authorizes the filing of a Tax Rate Statement, as well as primary and rebuttal arguments, as appropriate, with the Yuba County Registrar of Voters by the applicable deadlines.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Yuba County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Yuba County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

ADOPTED, SIGNED AND APPROVED this 7th day of August, 2012.

BOARD OF TRUSTEES OF THE WHEATLAND
UNION HIGH SCHOOL DISTRICT

By _____

President

Attest:

Staci Medicine
Secretary

STATE OF CALIFORNIA)
)ss
YUBA COUNTY)

I, Vic Ramos, do hereby certify that the foregoing is a true and correct copy of Resolution No. 12.17, which was duly adopted by the Board of Trustees of the Wheatland Union High School District at meeting thereof held on the 7th day of August, 2012, and that it was so adopted by the following vote:

AYES: 4

NOES: 1

ABSENT: 0

ABSTENTIONS: 0

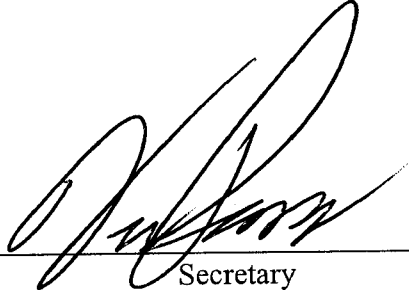
By  Secretary

EXHIBIT A

"To improve the quality of education at Wheatland High School, repair leaky roofs, replace inadequate electrical systems, modernize and renovate outdated classrooms, restrooms and school facilities, replace deteriorating plumbing systems, and improve student access to computers and modern technology, shall Wheatland Union High School District acquire, construct, repair, sites, facilities, and equipment by issuing \$9,000,000 of bonds at legal rates, with independent citizens' oversight, and NO money taken by the State or used for administrators' salaries or pensions?"

Bonds – Yes

Bonds – No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT BOND MEASURE ELECTION NOVEMBER 6, 2012

The following is the full proposition presented to the voters by the Wheatland Union High School District.

“To improve the quality of education at Wheatland High School, repair leaky roofs, replace inadequate electrical systems, modernize and renovate outdated classrooms, restrooms and school facilities, replace deteriorating plumbing systems, and improve student access to computers and modern technology, shall Wheatland Union High School District acquire, construct, repair, sites, facilities, and equipment by issuing \$9,000,000 of bonds at legal rates, with independent citizens’ oversight, and NO money taken by the State or used for administrators’ salaries or pensions?”

PROJECT LIST

The Board of Trustees of the Wheatland Union High School District evaluated the District’s urgent and critical facility needs, including safety issues, enrollment trends, class size, class size reduction, and computer and information technology, in developing the scope of projects to be funded. The District conducted a facilities evaluation and received public input and review in developing this Project List. The Board concluded that if these needs are not addressed now, the problems will only become more pressing. Therefore, in approving this Project List, the **Board of Trustees determines that the District should:**

- (i) **Repair and replace leaky roofs for student safety and to reduce maintenance costs;**
- (ii) **Replace aging and broken heating, plumbing and electrical systems with more efficient technology and other upgrades to improve energy efficiency and invest the savings to improve the quality of education;**
- (iii) **Modernize the core classroom infrastructure of Wheatland High which has not been upgraded since it was built over 50 years ago;**
- (iv) **Provide modern classroom technology and facilities to support academic and job training programs; and**
- (v) **Retain all bond money to be used in our local community and not be taken by the State.**

School Renovation, Repair and Upgrades

Goal and Purpose: To provide adequate facilities for academic programs, job training and to upgrade classroom technology and internet access, Wheatland High School will benefit from

the repair, upgrade of aging classrooms, and the acquisition of equipment, so that students have the resources they need to excel and be prepared for college and jobs in the real world when they graduate:

- Replace older heating, **plumbing**, ventilation, air conditioning, **electrical** and lighting **systems** with building code compliant, energy efficient systems which will conserve electricity, **save on costly utility bills** and improve air quality.
- **Repair or replace aging roofs.**
- Replace existing wiring systems to meet current electrical and accessibility codes and increase capacity.
- Install additional electrical service capacity to improve computer technology and internet access.
- Upgrade aging classrooms, restrooms and libraries.
- Upgrade physical education fields and facilities for school and community use.

Upgrading of Computer Technology

Goal and Purpose: To upgrade computer technology and allow our teachers and students to use up-to-date teaching methods and have access to current learning and research tools:

- Provide and maintain up-to-date technology, data and communication equipment.
- Upgrade and expand telecommunications, Internet and network connections.
- Upgrade and replace classroom instructional equipment.
- Replace or upgrade outdated electrical systems.

Health, Safety and Energy Efficiency

Goal and Purpose: Since good, safe and up-to-date schools help protect and improve local property values, schools will benefit from a variety of safety projects, and academic programs will benefit from the savings generated by energy efficient utility systems such as:

Student Safety

- Upgrade fire alarm systems to automatic systems, repair fire safety equipment, add smoke detectors, sprinklers and fire safety doors.
- Upgrade schools to meet handicap accessibility requirements, including all room signage and door hardware.
- **Upgrade classrooms to meet current fire safety codes, including new campus-wide fire alarm systems.**
- Install new security systems, such as outdoor lighting, fencing, gates and classroom door locks.
- Replace existing doors, doorframes and hardware.

- Remove mildew from school ceilings.

Energy Efficiency Returns Savings to the Classroom

- Replace existing window and lighting systems with energy efficient systems to reduce costs.
- **Install energy efficient systems to reduce energy/utility costs and return savings to educational programs.**
- Replace outdated heating and ventilation systems.
- Install new energy management systems.
- Improve insulation and weather proofing to reduce costs.

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the Project List also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. In addition to the projects listed above, the repair and renovation of each of the existing school facilities may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; replace/upgrade existing signage, bells and clocks; repair and replacement of heating and ventilation systems; improvements of kitchens and cafeterias; upgrade of facilities for energy efficiencies; repair and replacement of worn-out and leaky roofs, windows, walls, doors and drinking fountains; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; upgrades or construction of support facilities, including administrative and physical education/athletic facilities; repair and replacement of fire alarms, emergency communications and security systems; turf and irrigation systems and campus landscaping and play fields; install interior and exterior painting and floor covering; demolition; and construction of various forms of storage and support spaces, upgrade classrooms, repair, upgrade and install interior and exterior lighting systems; replace outdated security fences and security systems. The upgrading of technology infrastructure includes, but is not limited to, computers, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, document projectors, upgrade voice-over-IP, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software. The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District may not be able to complete some of the projects listed above. The budget for each project is an estimate and may be affected by factors beyond the District's control. Some projects throughout the District, may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The final cost of each project will be determined as plans and construction

documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY: IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS' OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND SCHOOL ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.

Tax Rate Statement

An election will be held in the Wheatland Union High School District (the "District") on November 6, 2012 to authorize the sale of \$9,000,000 in general obligation bonds. The following information is submitted in compliance with Sections 9400-9404 of the California Elections Code.

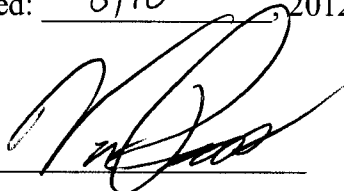
The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.0300 per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2013-14.

The best estimate of the tax rate that would be required to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.0300 per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2018-19.

The best estimate of the highest tax rate that would be required to fund this bond issue, based on estimated assessed valuations available at the time of filing this statement, is \$.0300 per \$100 (\$30.00 per \$100,000) of assessed valuation.

These estimates are based on projections derived from information obtained from official sources. The actual tax rates and the years in which they will apply may vary depending on the timing of bond sales, the amount of bonds sold at each sale and actual increases in assessed valuations. The timing of the bond sales and the amount of bonds sold at any given time will be determined by the needs of the District. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined in the assessment and the equalization process.

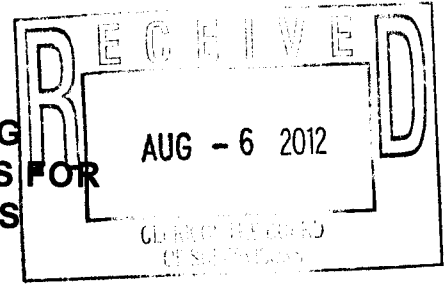
Dated: 8/10, 2012

A handwritten signature in black ink, appearing to read 'Vic Ramos', is written over a horizontal line.

Dr. Vic Ramos
Superintendent
Wheatland Union High School District

CITY OF MARYSVILLE

NOTICE OF PUBLIC HEARING ON PROPOSED RATES CHANGES FOR SANITARY SEWER SERVICES



At a public hearing on **September 18, 2012**, at **7 p.m.** the City Council will consider an increase in the rate charged for sanitary sewer service provided to properties within the City of Marysville. The public hearing will be held at City Hall, 526 C Street, Marysville in the Council Chambers on the second floor. At the public hearing, the public will have an opportunity to comment on the proposed sanitary sewer rates prior to action by the City Council.

The City Council must periodically evaluate the cost of providing sanitary sewer service within the city to insure that the rates charged are adequate to cover these costs. The rates for sanitary sewer service were last adjusted in 2009.

NEED FOR RATE INCREASE

In 2008, the California Regional Water Quality Control Board adopted a Cease and Desist Order that required the City to move the sewer disposal ponds out of the Feather and Yuba Rivers flood channel. These ponds receive the wastewater from the city treatment plant at the end of the treatment process. Because of the location of the ponds, they can be flooded when the rivers are high during very heavy winter storms.

The City spent considerable time studying a number of options that would meet the requirements of the Cease and Desist Order. Possible solutions included:

1. Relocate the ponds out of the flood plains. The total cost of this option was about \$102 million, and the Single Family Rate was estimated to be \$43/month.
2. Upgrade the level of treatment at the current city plant to allow discharge to the river. The total cost of this option was about \$103 million with the Single Family Rate estimated at \$44/month.
3. Replace existing plant with a privately

funded and operated facility. Single Family Rate: \$48.13/month.

4. Connect to Olivehurst Public Utility's plant (regional treatment). Single Family Rate: \$43.17/month.
5. Connect to Linda County Water District treatment plant under a cooperative agreement (regional treatment). Single Family Rate: \$36.80/month.

The option of joining with Linda County Water District in a regional approach to wastewater treatment was both the preferred option and yielded the lowest rate for customers. The Regional Water Quality Control Board has recently approved a permit for this option. The City believes that this plan will also keep sanitary sewer rates at a reasonable level in the long term.

PROPOSED RATE

The table on the following page shows the current rates for sanitary sewer service in Marysville and the new rates proposed by the City. The rate for single family residence is proposed to increase to \$36.80 per month.

The various rates for non-residential users will increase to \$11.56 per month plus an increased rate based on the number of "hundred cubic feet" (CCF) of water used.

The proposed residential rate will be consistent with other rates in the area as shown below:

<u>Agency</u>	<u>Monthly Rate</u>
Linda Co. Water District	\$38.50
Olivehurst Public Utility District	\$31.00
Yuba City	\$31.11
Gridley	\$37.96
Live Oak	\$68.80

MARYSVILLE MONTHLY SEWER RATES

	Current (\$)	Proposed (\$)
Residential	20.79	36.80
Restaurants	6.53 + 3.14/ccf	11.56 + 5.56/ccf
Market/Bakeries	6.53 + 2.32/ccf	11.56 + 4.11/ccf
Commercial (office)	6.53 + 1.91/ccf	11.56 + 3.38/ccf
Commercial/Industrial	6.53 + 2.20/ccf	11.56 + 3.89/ccf
Commercial/Industrial Pretreatment	6.53 + 1.98/ccf	11.56 + 3.50/ccf
ccf = 100 cubic feet of water usage		

While operating costs continue to rise, and regulations change, the City works hard to operate and maintain the wastewater treatment plant and collection system as economically as possible.

If you have any questions regarding the proposed rate change or other aspects of the City's wastewater treatment operation, you can call the City Services Department at (530) 749-3902.

TO OPPOSE THE RATE CHANGES

If you oppose the proposed rate increase, you may submit a protest vote prior to or at the public hearing on **September 18, 2012, at 7 p.m.** If written protests are submitted by a majority of customers, the proposed rate will not be imposed.

You must submit a written protest, even if you plan to attend the public hearing. A valid protest must contain:

- A description of the property, including the service address and the Assessor's Parcel Number.
- Written confirmation that you are the current owner of the property if you are not shown as the owner on the last Yuba County tax rolls.
- A statement that you are protesting the proposed sewer rates.

SEND YOUR WRITTEN PROTESTS TO:

**City Clerk
City of Marysville
P.O. Box 150
Marysville, CA 95901**

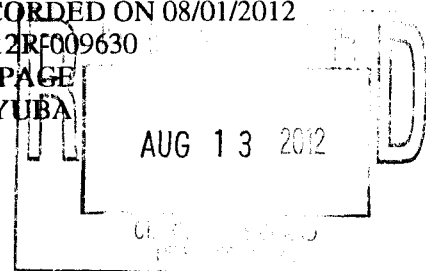
RECORDING REQUESTED BY:

OneWest Bank, FSB

WHEN RECORDED MAIL TO:

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

CERTIFIED BY FIRST AMERICAN TITLE
INSURANCE COMPANY TO BE A COPY
OF THE DOCUMENT RECORDED ON 08/01/2012
AS INSTRUMENT NO. 2012RF009630
IN BOOK PAGE
OFFICIAL RECORDS OF YUBA



APN: 016-612-007-000

TS No: CA09000137-12-1

TO No: 6447534

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this Notice of Default may be recorded (which date of recording appears on this notice).

This amount is **\$25,380.68** as of **July 31, 2012**, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the Beneficiary or Mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the Beneficiary or Mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Beneficiary or Mortgagee may mutually agree in writing prior to the time the Notice of Sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank, FSB
c/o Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

Phone: 949-252-8300 Ref No: CA09000137-12-1

APN: 016-612-007-000

TS No: CA09000137-12-1

TO No: 6447534

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: TRUSTEE CORPS is the duly appointed Trustee, Substituted Trustee, or is acting as Agent for the Beneficiary or Trustee under a Deed of Trust dated as of January 25, 2007, executed by BRIAN S SOARES A SINGLE MAN as Trustor(s), to secure obligations in favor of INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK as the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as the original Beneficiary as nominee for Lender, its successors and/or assigns and recorded on February 2, 2007, as Instrument No. 2007R-001975, of the official records in the Office of the Recorder of Yuba County, California, as more fully described on said Deed of Trust.

Including a Note(s) for the sum of \$300,664.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON July 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND COURT COSTS ARISING FROM THE BENEFICIARY'S PROTECTION OF ITS SECURITY, AND ANY OTHER FEES AND COSTS PERMITTED UNDER THE DEED OF TRUST, PROMISSORY NOTE, AND RELATED DOCUMENTS AND ALL OF WHICH MUST BE CURED AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present Beneficiary under such Deed of Trust, has executed and delivered to MTC FINANCIAL INC. dba TRUSTEE CORPS, said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such true and correct copies of Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

For mortgages or deeds recorded from January 1, 2003 to December 31, 2007 that are secured by owner-occupied residential real property containing no more than four dwelling units, the beneficiary or authorized agent for the mortgagee or beneficiary declares that the mortgagee, beneficiary, or authorized agent has contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code Section 2923.5, or that no contact is required pursuant to California Civil Code Section 2923.5(h). Where required by law, a declaration pursuant to California Civil Code Section 2923.5 is attached.

Dated: July 31, 2012

TRUSTEE CORPS, as Agent for the Beneficiary


By: Karen Talafus, Authorized Signatory

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

**SEE ATTACHED
DECLARATION**

BRIAN SOARES

DECLARATION PURSUANT TO CAL. CIV. CODE SECTION 2923.5(b):

The undersigned mortgagee, beneficiary or authorized agent hereby under the laws of the State of California, as follows:

- ☐ The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- ☒ The mortgagee, beneficiary or authorized agent has tried with due diligence to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- ☐ The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
 - ☐ the borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
 - ☐ the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
 - ☐ the borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

I certify that the above is true and correct.

INDYMAC MORTGAGE SERVICING

Date: 12/28/2011

By:


John Haltom

IMPORTANT INFORMATION – PLEASE READ FIRST

You are being provided this notice because of a search of the public record or from information provided by our client.

To obtain a payoff / reinstatement or to cure the default you will need to contact our office. In order to assist you please use the contact information noted below.

Contact information

Email requests: support@trusteecorps.com
Facsimile requests: (949) 252-8330
Written requests: Trustee Corps (Foreclosure Department)
17100 Gillette Avenue
Irvine, Ca 92614

On all request

Please include: The information you're Requesting
Your Name
Your Mailing Address
Your Phone Number
Your Loan Number
Our File Number
Your relationship to the property in foreclosure
(Example: property owner, junior lien holder, escrow
company, etc.)

Please make your request as soon as possible.

**Information will be made available only to those authorized to obtain the
information.**

In compliance with the Fair Debt Collection Practices Act, the enclosed notice(s) is(are) being provided. We are attempting to collect a debt and any information we obtain will be used for that purpose. The debt being collected is assumed to be valid unless debtor disputes within 30 days. If disputed, debt collector will obtain and furnish to debtor verification of the debt. If written request is made within 30 days by debtor, the name of the original lender will be given if different than current. The amount of the debt is contained on the enclosed notice. The name of the creditor is contained on the enclosed notice.

To obtain this information please contact: TRUSTEE CORPS, 17100 Gillette Avenue, Irvine, Ca 92614.

With your request please include: Your name, Your Mailing Address, Your Phone Number, Your Loan number, and Our File Number. If you should have any questions, please feel free to contact our office during our normal business hours of 8:00 am to 5:00 pm Pacific Time. Our phone number is 949-252-8300.



CA09000137-12-1
YUBA COUNTY GOVERNMENT CENTER,
C/O CLERK OF THE BOARD OF SUPERVISORS
915 8TH STREET, SUITE 109
MARYSVILLE, CA 95901



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



321-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: September 4, 2012

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the California Department of Public Health (CDPH) for Public Health Emergency Preparedness, and General Fund Pandemic Influenza Funds

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board of Supervisors authorizing the Health and Human Services Department to enter into an Agreement with CDPH for Public Health Emergency Preparedness (PHEP), and General Fund Pandemic Influenza (GF Pan Flu) funds for the period of July 1, 2012 through June 30, 2013; and further, authorizing the Chair of the Board to execute documents as required by the grant and to accept funds is recommended.

BACKGROUND: Since July 2002, Yuba County, through its Health and Human Services Department, has received Public Health Emergency Preparedness funds in order to establish an infrastructure to ensure the immediate and adequate response to acts of bioterrorism, as well as other infectious disease outbreaks and threats to public health.

DISCUSSION: For the grant funding period of July 1, 2012 through June 30, 2013, CDPH will provide funds in the amount of \$202,608; consisting of \$140,097 for PHEP and \$62,511 for GF Pan Flu. With these funds, the public health infrastructure of the County will be better prepared to recognize, respond to and minimize illness and injury resulting from acts of biological and chemical terrorism and other infectious disease outbreaks, including pandemic influenza.

FISCAL IMPACT: Adoption of this Resolution of the Board will not impact County funds. There is no County Match requirement for the PHEP or GF Pandemic Influenza funds.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE YUBA)	
COUNTY HEALTH AND HUMAN SERVICES)	
DEPARTMENT TO ENTER THE 2012-13)	
PUBLIC HEALTH EMERGENCY)	Resolution No. _____
PREPAREDNESS (PHEP), GENERAL FUND)	
PANDEMIC INFLUENZA (GF PAN FLU),)	
FUNDING AGREEMENT WITH THE)	
CALIFORNIA DEPARTMENT OF PUBLIC)	
HEALTH AND FURTHER AUTHORIZING THE)	
CHAIRMAN TO EXECUTE DOCUMENTS AS)	
REQUIRED BY THIS AGREEMENT)	
_____)	

WHEREAS, the State of California has made funds available to state health agencies for the purpose of assisting county health departments in planning, preparing, and maintaining public health preparedness to ensure immediate and adequate response to acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies; and

WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure of the County of Yuba be prepared to recognize, respond to and minimize illness and injury resulting from acts or threats of bioterrorism, other infectious disease outbreaks or other public health threats and emergencies.

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors authorizing the Yuba County Health and Human Services Department

to enter into the 2012-13 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) funding agreement with the California Department of Public Health;

BE IT FURTHER RESOLVED the Chairman of the Yuba County Board of Supervisors is authorized to:

- (1) accept funds totaling \$202,608 (\$140,097 PHEP funds, and \$62,511 GF Pan Flu) for public health preparedness and any subsequent funds awarded for the stated period;
- (2) to execute, upon review and approval of the County Counsel, documents as required by the contract for the stated period;
- (3) to authorize and execute the transfer and allocation of funds for the stated period; and
- (4) amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded.

A copy of the said contract or any amendment thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors
of the County of Yuba, State of California, on the _____ day of _____,
2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County of Yuba

BY: _____
Chair

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

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

By: Pat Gammou

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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

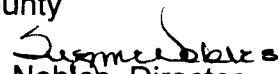


322-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: September 4, 2012

SUBJECT: Memorandum Of Understanding (MOU) with Sutter-Yuba Mental Health Services for therapeutic services

RECOMMENDATION: Approval by the Board of Supervisors of the attached two original copies of the MOU between Sutter-Yuba Mental Health Services and the County of Yuba, on behalf of its Health and Human Services Department, for therapeutic services provided under the Supportive and Therapeutic Options Program (STOP) is recommended.

BACKGROUND: Health and Human Services are annually allocated State General funds for the STOP program, which provides funding for therapeutic treatment and services for at risk children and their families who are unable to access needed services through other existing funding mechanisms.

DISCUSSION: Since 2001, the Health and Human Services and Probation Departments of Yuba County have joined in a collaborative arrangement with Sutter-Yuba Mental Health Services for the provision of therapeutic treatment and services to youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall under the STOP program. This MOU is a two-year renewal of that agreement for the term of July 1, 2012 through June 30, 2014. The STOP allocation for fiscal year 2012/2013 is \$21,392.00 and the same allocation is anticipated for fiscal year 2013/2014. Funding for STOP is shared at 70 percent state and 30 percent matching county funds.

FISCAL IMPACT: Approval of this MOU will not impact County general funds. Through STOP funding, this MOU will allow Sutter-Yuba Mental Health Services to be reimbursed 70 percent of its costs for providing therapeutic treatment services. The 30 percent county match is met by the unreimbursed costs for services provided by Sutter-Yuba Mental Health Services.

4. FISCAL PROVISIONS

- A. Upon receipt of proper claims, YCHHSD agrees to reimburse MENTAL HEALTH for the cost of services provided in accordance with the following schedule:
- 1) The maximum reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be 70 percent of the amount invoiced. The maximum amount reimbursed by YCHHSD to MENTAL HEALTH shall not exceed the amount of Twenty-One Thousand Three Hundred Ninety Two Dollars (\$21,392.00) projected for YCHHSD for the STOP program through Local Revenue 2011 Realignment funding for each fiscal year during the term of this MOU. By mutual agreement, at the beginning of the second fiscal year in which this MOU is in effect, the maximum amount payable under this MOU may be reviewed, renegotiated and amended as agreed upon by both parties.
 - 2) MENTAL HEALTH shall submit detailed invoices, with copies of back-up documentation and a completed Quarterly Statistical Report attached, for payment after completion of services on a quarterly basis. Such invoices shall be submitted no later than the fifteenth (15th) day of the month following the end of the fiscal quarter in which services were provided (*i.e. Fiscal Quarter: July through September; invoice due by October 15*).
 - 3) MENTAL HEALTH agrees and understands that in order to receive reimbursement through STOP funding the costs of services provided by MENTAL HEALTH must be funded by other than state or federal funds.
- B. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD 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.
- C. This MOU is valid and enforceable only if sufficient funds are made available to YCHHSD through Local Revenue 2011 Realignment funding 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.
- D. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance

made with respect to those payments. MENTAL HEALTH shall reimburse the YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

5. GENERAL PROVISIONS

- A. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes 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. 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 four (4) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited four (4) year period.
- C. MENTAL 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.
- D. MENTAL 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. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- E. MENTAL HEALTH warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.
- F. 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.

6. TERMINATION

Notwithstanding any other provision of this MOU, this MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

7. ENTIRE AGREEMENT

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MENTAL HEALTH and contains all the covenants and agreements between parties with respect to the rendering of such services in any manner whatsoever. This MOU may be modified only by written agreement executed by all of the parties to this MOU.

8. 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 YCHHSD:

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

With a copy to:

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

If to MENTAL HEALTH:

Bradford Luz,
Assistant Director for Mental Health
Sutter-Yuba Mental Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992

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 DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: Suzanne Nobles
Suzanne Nobles, Director

Date: 8/8/2012

YUBA COUNTY BOARD OF SUPERVISORS

-Chair

Date: _____

APPROVED AS TO FORM:

Pat Morris-Jones
Angil P. Morris-Jones
YUBA COUNTY COUNSEL

ATTEST:

DONNA STOTTEMEYER
YUBA COUNTY CLERK OF THE BOARD

SUTTER-YUBA MENTAL HEALTH

By: Bradford Luz
Bradford Luz, Assistant Director
Human Services – Mental Health

Date: 7/27/2012

SUTTER COUNTY BOARD OF SUPERVISORS

By: Larry Munger
Larry Munger, Chairman

Date: 7/24/12

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: Deputy
Deputy

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

Deputy



YUBA COUNTY SPPORTIVE and THERAPEUTIC OPTIONS PROGRAM (STOP)

Quarterly Statistical Report

Agency Name: _____ Report Period: _____
 Name of Person Completing Report: _____
 Telephone Number of Above Person: _____

I NUMBERS SERVED

For those youth served for whom STOP funds will be claimed for the Report Period, please identify:

1. Of the number of children than received "Aftercare" services:
 - a. The total unduplicated count of children ages 0-18 served _____
 - b. The total of unduplicated county of children over age 18 and up to age 19 served _____
2. Of the number of children that received "Prevention" services:
 - a. The total unduplicated count of children ages 0-18 served _____
3. Of the children served, the total unduplicated number residing in each type of living arrangement at the time or immediately prior to services claimed:
 - a. Group Home _____ *
 - b. Foster Family Home _____
 - *Of those in foster Family Homes, how many were under the umbrella of FFA _____
 - c. At home (parent/relative) _____

II. SERVICES DELIVERY

For those children that received "Aftercare" services and for whom STOP funds will be claimed for the Report Period, please check the services provided:

Individual counseling _____	GED preparation _____
Group counseling _____	Day treatment _____
Family counseling _____	Vocational skills training _____
Respite care _____	Recreational services _____
Crisis response _____	Parent Education _____
Anger Management _____	Job counseling _____
Tutoring _____	Transportation _____
Other (list) _____	Medical/Dental _____

For those children that received "Prevention" services and for whom STOP funds will be claimed for the Report Period, please check the services provided:

Individual counseling _____	GED preparation _____
Group counseling _____	Day treatment _____
Family counseling _____	Vocational skills training _____
Respite care _____	Recreational services _____
Crisis response _____	Parent Education _____
Anger Management _____	Job counseling _____
Tutoring _____	Transportation _____
Other (list) _____	Medical/Dental _____

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



323-12

**Joseph W. Cassady, D.O.,
Health Officer**

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: September 4, 2012

SUBJECT: Approval of the Amended Medi-Cal Targeted Case Management
Provider Participation Agreement with the California Department
of Health Care Services

RECOMMENDATION: Approval by the Board Of Supervisors of the Amended Medi-Cal Targeted Case Management Provider Participation Agreement (#58-0713A2) with the California Department of Health Care Services (DHCS) for participation by Yuba County's Health and Human Services Department (HHSD) in the Medi-Cal Targeted Case Management (TCM) program for the extended term of July 1, 2012 through June 30, 2013 is recommended.

BACKGROUND: Since 1998, Yuba County, through its HHSD, has contracted with DHCS to participate in the TCM program which reimburses a portion of the costs of the targeted case management services conducted by the field nursing staff of its Public Health Division and the Yuba County Public Guardian. Approval of this Agreement will allow the continued participation in this program for the extended term of July 1, 2012, through June 30, 2013.

DISCUSSION: Under this program the Public Health Division of HHSD and the Yuba County Public Guardian are federally reimbursed for the provision of certain targeted case management services provided to eligible Medi-Cal beneficiaries. Without participation in this program, the costs of providing these services will be met solely by County funds. The reimbursement revenue from TCM totaled \$113,421.56 for Public Health and \$73,562.84 for the Public Guardian for fiscal year 2010-2011.

FISCAL IMPACT: Approval of the Amended Medi-Cal Targeted Case Management Provider Participation Agreement will result in the reimbursement of costs that will otherwise be met by County funds.

**MEDI-CAL TARGETED CASE MANAGEMENT
PROVIDER PARTICIPATION AGREEMENT**

Name of Provider: County of Yuba

Provider # 58-0713A2

ARTICLE I – STATEMENT OF INTENT

The purpose of this Agreement is to set out responsibilities of the qualified local governmental agency, hereinafter referred to as Provider, and Department of Health Care Services (DHCS), hereinafter referred to as the State or DHCS, relative to the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries. The mutual objectives of the Provider and the State are defined in 42 U.S.C., Section 1396n (g) (2).

ARTICLE II – TERM OF AGREEMENT

- A. The term of this Agreement is from July 1, 2007 through June 30, 2013.
- B. Either party may terminate this Agreement, without cause, by delivering written notice of termination to the other party at least (30) days prior to the effective date of termination.

ARTICLE III – TCM PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider agrees to:

- A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, the California Medicaid State Plan, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; 42 CFR Sections 413.20, 413.24, 433.32, 433.51, all as periodically amended, State issued policy directives, including Policy and Procedure Letters, as periodically amended, and by Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. Ensure all applicable State and federal requirements, as identified in A, are met in rendering services under this Agreement. It is understood and agreed that failure by the Provider to ensure all applicable State and federal requirements are met in

rendering TCM services under this Agreement shall be sufficient cause for the State to deny or recoup payments to the Provider and/or to terminate this Agreement.

C. Expense Allowability / Fiscal Documentation:

- 1) Invoices, received from a Provider and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- 2) Provider shall maintain for review and audit and supply to the State, upon request, auditable documentation of all amounts claimed (encounters, expenses, revenues, etc.) pursuant to this Agreement to permit a determination of expense allowability.
- 3) If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. By November 1 of each year:

- 1) Submit an annual DHCS Cost Report for the prior fiscal year ending June 30, to:

Regular U.S. Postal Service Mail:

Department of Health Care Services
Audits & Investigations
Audit Review & Analysis Section
1500 Capitol Avenue, MS 2109
PO Box 997417
Sacramento, CA 95899-7417

Overnight or Express Mail:

Department of Health Care Services
Audits & Investigations
Audit Review & Analysis Section
1500 Capitol Avenue, MS 2109
Sacramento, CA 95814

- 2) Email the prescribed electronic copies of the above annual DHCS Cost Report (DHCS Cost Report and Time Survey templates) to:

dhsaitcm@dhs.ca.gov

- E. Accept as payment in full, reimbursements received for TCM services pursuant to this Agreement.
- F. Comply with confidentiality requirements as specified in 42 U.S.C., Section 1396a (a) (7), 42 CFR, Section 431.300, W&I Code Section 14100.2 and 14132.47, and Title 22, CCR, Section 51009.
- G. Submit TCM service claims in accordance with 42 CFR 433.51, Title 22, CCR, Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492.

- H. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for the TCM service. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances. Records must fully disclose the name and Medi-Cal number or beneficiary identification code (BIC) of the person receiving the TCM service, the name of the provider agency and person providing the service, the date and place of service delivery, and the nature and extent of the TCM service provided. The Provider shall furnish said records and any other information regarding expenditures and revenues for providing TCM services, upon request, to the State and to the federal government.
- I. Be responsible for the acts or omissions of its employees and/or subcontractors.
- J. The conviction of an employee or subcontractor of the Provider, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure to exclude a convicted individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.
- K. Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- L. Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid program or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal TCM Program. Failure to exclude a suspended or excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.
- M. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal TCM Program, when such license, certificate, or registration is required for the provision of Medi-Cal TCM services. Failure to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the provision of Medi-Cal TCM services may constitute a breach of this Agreement.
- N. Negotiate in good faith and execute a Memorandum of Understanding (MOU), when applicable, with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the TCM provider. This MOU must define the respective responsibilities of TCM and Medi-Cal Managed Care Health Plans in order to prevent duplication of services when beneficiaries are served by both TCM and Medi-Cal Managed Care Health Plan providers.

To the extent the Provider does not execute this MOU within four (4) months after the effective date of this Agreement; the Provider shall submit documentation substantiating its good faith efforts to enter into this MOU. Until such time as this MOU is executed, Provider shall submit monthly reports to DHCS documenting its continuing good faith efforts to execute this MOU and the justifications why this MOU has not been executed.

Incorporated Exhibits

The following exhibits are hereby incorporated herein and made a part of this Agreement by this reference.

Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement – 5 pages).

General Term and Conditions (GTC 306) – (Not attached - view this exhibit at <http://www.ols.dgs.ca.gov/Standard+Language>).

HIPAA Business Associate Addendum – (Attached hereto as part of this agreement - 7 pages).

ARTICLE IV – STATE RESPONSIBILITIES

By entering into this Agreement, the State agrees to:

- A. Provide timely review of the TCM Cost Report and TCM invoices. The approved invoices shall then be scheduled for payment.
- B. Make available to the Provider training and technical support to enable the Provider to identify costs related to these activities, proper claim documentation and billing procedures. The State will provide oversight to ensure compliance with the W&I Code Section 14132.44 and all other governing federal and State laws and regulations.

Project Representatives

A. The Project Representatives during the term of this agreement will be:

Department of Health Care Services	Provider
Daniel Dias, Chief Targeted Case Management Unit Telephone: (916) 552-9056 Fax: (916) 324-0738 Email: Daniel.Dias@dhcs.ca.gov	Name: Suzanne Nobles, Director Telephone: (530) 749-6271 Fax: (530) 749-6281 Email: snobles@co.yuba.ca.us

B. Direct all inquiries to:

Department of Health Care Services	Provider
Administrative Claiming Local & Schools Section Targeted Case Management Unit Attention: Denise Boyd Suite 71.4001, MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7417 Telephone: (916) 552-9274 Fax: (916) 324-0738 Email: Denise.Boyd@dhcs.ca.gov	Yuba County (58) Cynthia Journagan MAA/TCM Coordinator Health & Human Services Department 5730 Packard Avenue, Suite 100 Marysville, CA 95901 Telephone: (530) 749-6279 Fax: (530) 749-6281 Email: cjournagan@co.yuba.ca.us

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

ARTICLE V – GENERAL PROVISIONS

- A. This document constitutes the entire agreement between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties or privileges in connection with the Agreement.
- B. The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.

- C. The State shall have the right to access, examine, monitor and audit all records, documents, conditions and activities of the Provider and its subcontractor related to the TCM services provided pursuant to this Agreement.
- D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

Department Reorganization

- A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (DHCS) as the California Department of Health Care Services (DHCS).
- B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former DHCS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.
- C. Agreements approved on or after July 1, 2007 that refer to DHCS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former DHCS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.
- D. As a result of the departmental reorganization discussed above, various DHCS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, DHCS reserves the right, without initiation of a formal amendment, to issue one or more written notices

to the Contractor supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.

Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both the State and the Provider. No amendment will be considered binding on either party until it is approved by the State.

Avoidance of Conflicts of Interest by the Provider

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

regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

ARTICLE VI – FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

- A. Upon the Provider's compliance with all provisions pursuant to W&I Code Section 14132.44, Title 22 CCR, Division 3 (commencing with Section 50000), and this agreement, and upon the submission of a Summary Invoice, based on valid and substantiated information, the State agrees to process the Summary Invoice for reimbursement.
- B. Transfer of funds is contingent upon the availability of federal financial participation (FFP).
- C. Provider shall certify the certified public expenditure (CPE) from the Provider's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for TCM performed pursuant to W&I Code Section 14132.44. The State shall deny payment of any invoice submitted under this agreement, if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for TCM costs shall not duplicate, in whole or in part, claims made for the costs of direct patient services. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of TCM:

"I certify under penalty of perjury that the information provided on this invoice is true correct, based on actual Targeted Case Management encounters for the period claimed, and that the funds/contributions expended, as necessary for Federal Matching funds pursuant to the requirement of 42 CFR 433.51, are for allowable Targeted Case Management activities and that these claimed encounters have not previously been nor shall not subsequently be claimed in this or any other program. I have notice that this information is to be used for filing of a claim with Federal Government for Federal funds and that knowing misrepresentation constitutes violation of the Federal False Claims Act."

Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Provider or to furnish any other

considerations under this Agreement and Provider shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement, with no liability occurring to the State, or offer an agreement amendment to Provider to reflect the reduced amount.

ARTICLE VII – LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, the State shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, for the disallowed claim, less the amounts already remitted to the State pursuant to W & I Code Section 14132.44 (m).
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services, the State shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved, less the amounts already remitted to the State pursuant to W & I Code Section 14132.44 (m).
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services provided by a nongovernmental entity under contract with, and on behalf of, the Provider, the State shall be held harmless by the Provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest, for the disallowed claim, less the amounts already remitted to the State pursuant to W & I Code Section 14132.44 (m).

Recovery of Overpayments

- A. Provider agrees that when it is established upon audit that an overpayment has been made, the Department shall recover such overpayment in accordance with Title 22, CCR, Section 51047.
- B. The State reserves the right to select the method to be employed for the recovery of an overpayment.

- C. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code, Sections 14171(h) and 14171.5, respectively.

ARTICLE VIII – AGREEMENT EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this Agreement on behalf of Yuba County (Local Government Agency) and thereby bind the above named Local Governmental Agency to the terms and conditions of the same.

Provider Authorized Representative's Signature

Hal Stocker
Print Name

Chair, Yuba County Board of Supervisors
Title

915 8th Street, Marysville, CA 95901
Address

Date

California Department of Health Care Services
Authorized Representative's Signature

Geri Baucom
Print Name

Chief, Administrative Claiming Local and Schools Section
Title

California Department of Health Services
Name of Department

1501 Capitol Avenue, MS 4603
Sacramento, CA 95899-7413
Address

Date

FISCAL YEARS:

2007/2008
2008/2009
2009/2010
2010/2011
2011/2012
2012/2013

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

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Provider to the clause(s) listed below with the exception of clauses 4 and 6 which do not apply to this Agreement. This certification is made under the laws of the State of California.

As used in this certification, the term "Contractor" shall also mean "Provider".

<i>Provider/Bidder Firm Name (Printed)</i> Yuba County Health and Human Services		<i>Federal ID Number</i> 94-6000549
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Hal Stocker, Chair, Yuba County Board of Supervisors		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba County	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
Y: Pat Garama

4) penalties that may be imposed upon employees for drug abuse violations.

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

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that

no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Special Terms and Conditions

(Only applicable to federally funded Medi-Cal Targeted Case Management Provider Participation Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract" has the same meaning as "agreement" and the term "Contractor" has the same meaning as "Provider".

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this agreement unless the provisions are removed by reference on the face of the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Subcontract Requirements
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6. Confidentiality of Information
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8. Debarment and Suspension Certification
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Federal Equal Opportunity Requirements

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

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDHS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDHS, the Contractor may request in writing to CDHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

1. Subcontract Requirements

- a. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for, inspection, or audit.
- b. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
- c. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- d. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement and this exhibit.
- e. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, his/her records (1) for a period of three years after termination of (Agreement Number) and final payment from CDHS to Contractor, and (2) for such longer period, if any, as is required by applicable statute, to permit CDHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- f. Unless otherwise stipulated in writing by CDHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

2. Audit and Record Retention

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in

any subcontract related to performance of this agreement. (GC 8546.7,

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
- (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

3. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Air or Water Pollution Requirements

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

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

6. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS program contract manager all requests for disclosure of such identifying information not emanating from the client or

person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDHS without prior written authorization from the CDHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

7. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDHS program contract manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations
- d. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.
- e. There are organizational differences within CDHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
- f. Grievances regarding processing or payment of claims for services rendered shall be processed in accordance with W&I Code section 14104.5.

8 Debarment and Suspension Certification

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDHS program funding this contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDHS may terminate this agreement for cause or default.

9. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

10. HIPAA Business Associate Addendum

Recitals – STANDARD RISK

- a. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- b. The California Department of Health Services ("CDHS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental 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. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- e. As set forth in this Agreement Contractor, here and after, is the Business Associate of CDHS that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDHS and creates, receives, maintains, transmits, uses or discloses PHI.
- f. CDHS and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- g. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- h. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

I. Permitted Uses and Disclosures of PHI by Business Associate

- (1) Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDHS, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDHS.
- (2) Specific Use and Disclosure Provisions. Except as otherwise indicated in this Addendum, Business Associate may:
 - A. **Use and disclose for management and administration.** 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.
 - B. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDHS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDHS 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 CDHS.

II. Responsibilities of Business Associate

Business Associate agrees:

- (1) **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- (2) **Safeguards.** To 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, uses or transmits on behalf of CDHS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a 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, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDHS with its current and updated policies.
- (3) **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of CDHS at the end of the contract period. These steps shall include, at a minimum:
 - A. Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and
 - B. Complying with the safeguard provisions in the Department's Information Security Policy, embodied in Health Administrative Manual (HAM), sections 6-1000 et seq. and in the Security and Risk Management Policy in the Information Technology Section of the State Administrative Manual (SAM), sections 4840 et seq., in so far as the security standards in these manuals apply to Business Associate's operations. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDHS.
- (4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- (5) **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDHS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.
- (6) **Availability of Information to CDHS and Individuals.** To provide access as CDHS may require, and in the time and manner designated by CDHS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDHS (or, as directed by CDHS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDHS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDHS health plans; or those records used to make decisions about individuals on behalf of CDHS. Business Associate shall use the forms and processes developed by CDHS for this purpose and shall respond to requests for access to records transmitted by CDHS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- (7) **Amendment of PHI.** To make any amendment(s) to PHI that CDHS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDHS.

- (8) **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDHS, or created or received by Business Associate on behalf of CDHS, available to CDHS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDHS or by the Secretary, for purposes of determining CDHS's compliance with the HIPAA regulations.
- (9) **Documentation of Disclosures.** To document and make available to CDHS or (at the direction of CDHS) 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.
- (10) **Notification of Breach.** During the term of this Agreement:
- A. **Discovery of Breach.** To notify CDHS immediately by telephone call plus email or fax upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDHS contract manager, the CDHS Privacy Officer and the CDHS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDHS ITSD Help Desk. Business Associate shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - B. **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, to notify the CDHS contract manager(s), the CDHS Privacy Officer, and the CDHS Information Security Officer of:
 - i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
 - C. **Written Report.** To provide a written report of the investigation to the CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
 - D. **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDHS contract managers, the CDHS Privacy Officer, and the CDHS Information Security Officer shall approve the time, manner and content of any such notifications.

- E. **CDHS Contact Information.** To direct communications to the above referenced CDHS staff, the Contractor shall initiate contact as indicated herein. CDHS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

CDHS Contract Manager	CDHS Privacy Officer	CDHS Information Security Officer
See the Agreement for Contract Manager information	Privacy Officer c/o Office of Legal Services California Department of Health Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhs.ca.gov Telephone: (916) 445-4646	Information Security Officer Information Security Office P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: dhsiso@dhs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

- (11) **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- A. Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDHS under this Agreement and use or disclose PHI.
- B. Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- C. Business Associate shall retain each employee's written certifications for CDHS inspection for a period of three years following contract termination.

III. Obligations of CDHS

CDHS agrees to:

- (1) **Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that CDHS 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.dhs.ca.gov/privacyoffice>.
- (2) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- (3) **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDHS 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.
- (4) **Requests Conflicting with HIPAA Rules.** 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 CDHS.

IV. Audits, Inspection and Enforcement

From time to time, CDHS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly

remedy any violation of any provision of this Addendum and shall certify the same to the CDHS Privacy Officer in writing. The fact that CDHS 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 Addendum, nor does CDHS's:

- (1) Failure to detect or
- (2) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDHS's enforcement rights under this Agreement and this Addendum.

V. Termination

- (1) **Termination for Cause.** Upon CDHS's knowledge of a material breach of this Addendum by Business Associate, CDHS shall:
 - A. 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 CDHS;
 - B. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or
 - C. If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- (2) **Judicial or Administrative Proceedings.** Business Associate will notify CDHS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDHS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDHS may terminate this Agreement if 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 is a party or has been joined.
- (3) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from CDHS (or created or received by Business Associate on behalf of CDHS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall 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.

VI. Miscellaneous Provisions

- (1) **Disclaimer.** CDHS makes no warranty or representation that compliance by Business Associate with this Addendum, 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.
- (2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDHS's request, Business Associate agrees to promptly enter into negotiations with CDHS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDHS may terminate this Agreement upon thirty (30) days written notice in the event:

- A. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDHS pursuant to this Section or
 - B. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDHS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- (3) **Assistance in Litigation or Administrative Proceedings.** 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 CDHS at no cost to CDHS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDHS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- (4) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDHS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- (5) **Interpretation.** The terms and conditions in this Addendum 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 Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- (6) **Regulatory References.** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- (7) **Survival.** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.
- (8) **No Waiver of Obligations.** 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.