

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.

SEPTEMBER 11, 2012

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- 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. Agricultural Commissioner
 1. Authorize out-of-state travel for the Agricultural Commissioner to the California Agricultural Commissioners and Sealers Association delegation to Washington DC during Fiscal Year 2012-2013. (324-12)
 - B. Board of Supervisors
 1. Approve response to the 2011-2012 Grand Jury Report entitled "*Has the County Made You a Lawbreaker*" and authorize the Chair to execute same. (325-12)
 - C. Clerk of the Board of Supervisors
 1. Approve minutes of budget workshops and regular meeting of August 14 and 28, 2012. (326-12)
 2. Reappoint David Hantusch to the In-Home Supportive Services Advisory Committee for a term to expire September 11, 2014. (327-12)
 3. Appoint Lawrence M. Riley to the Yuba County Economic Development Advisory Committee as a District Two Representative to serve at the pleasure of the Board. (328-12)
 4. Appoint Keith Warner to the Yuba County Fish and Game Advisory Commission as the Youth Representative for a term to end September 11, 2013. (329-12)
 - D. Community Development and Services
 1. Approve agreement with Wesley Dale Everett for caretaker services at Hammon Grove and Sycamore Ranch Parks and authorize the Chair to execute same. (330-12)
 2. Adopt resolution authorizing purchase of two single family residences identified as APN 021-204-012 and 019-433-011 and authorizing the Director to execute all necessary documents for purchase, rehabilitation and resale. (331-12)
 3. Approve amendment to agreement with The Planning Center: DC & E for Olivehurst Sustainable Community and Economic Revitalization Plan and authorize the Chair to execute same. (332-12)

4. Adopt resolution authorizing purchase of one single family residence identified as APN 021-113-021 and authorizing the Director to execute all necessary documents for purchase, rehabilitation and resale. (333-12)

E. Emergency Services

1. Adopt resolution authorizing the Director of Emergency Services to submit a grant application for the Fiscal Year 2012 Pre-Disaster Mitigation Competitive Grant program and to execute all documents upon approval of Counsel. (334-12)

F. Health and Human Services

1. Approve amended Medi-Cal Targeted Case Management Provider Participation agreement with State of California and authorize the Chair to execute same. (Human Services Committee recommends approval) (335-12)
2. Approve Memorandum of Understanding with Sutter-Yuba Mental Health Services for therapeutic services and authorize the Chair to execute same. (Human Services Committee recommended approval) (336-12)
3. Adopt resolution approving agreement with California Department of Public Health for Public Health Emergency Preparedness and General Fund Pandemic Influenza funds for the period of July 1, 2012 through June 30, 2013 and authorize the Chair to execute documents as required. (Human Services Committee recommends approval) (337-12)

G. Human Resources and Organizational Services

1. Adopt resolutions amending the Position Allocation and Basic Salary Schedule as they relate to the Health Program Coordinator effective September 1, 2012. (338-12)

H. Probation

1. Approve agreements with Marysville Joint Unified School District for services of Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program and authorize the Chair to execute same. (339-12)

IV. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Potential litigation pursuant to Government Code §54956.9(b) - Two Cases
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-180-056, 061, 062, 066 (Barbour) Negotiating Parties: County of Yuba/ Kevin Mallen Negotiation: Terms of Payment

V. **SPECIAL PRESENTATION**

- A. Present proclamation proclaiming September 2012 as National Prostate Cancer Awareness Month. (Five minute estimate) (340-12)
- B. Receive presentation regarding Economic Development Mid-Year Report. (No background material) (Twenty minute estimate) (341-12)

VI. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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.

VII. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Adopt resolution authorizing Community Development and Services Director to create, transfer, and sell portions of APN 016-350-003 to Olivehurst Public Utilities District, Plumas Elementary School District, and Wheatland High School District for future school and park sites and execute all necessary documents. (Five minute estimate) (342-12)
2. Adopt resolution authorizing release of River Highlands Community Services District Pre-Annexation agreement in exchange for full payment of 1991-B, Series A and B Bonds. (Five minute estimate) (343-12)
3. Receive presentation on the Draft Yuba County Bikeway Master Plan. (Twenty minute estimate) (344-12)

VIII. **CORRESPONDENCE** - (345-12)

- A. Invitation form United States Department of Interior to participate as a cooperative agency in preparation of the Environmental Impact Statement for the Remanded Biological Opinions on the Coordinated Long-Term Operation of the Central Valley project and the State water project.
- B. State of California Board of Equalization Fiscal Year 2010-2011 Annual Report.
- C. Letter of resignation from Andrea Armstrong of the Child Care Planning Council.
- D. Local Agency Biennial Notice advising an amendment is necessary to the conflict of interest code for Browns Valley Cemetery District.
- E. Letter from Robert Swift resigning from the Substance Abuse Advisory Board.

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

X. **ADJOURN**

COMMITTEE MEETINGS

11:00 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider cooperative agreement with Caltrans for use of county roads as a detour route during construction of State Route 20 and 70 road rehabilitation project in the City of Marysville - Community Development and Services (Five minute estimate) (346-12)

Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

- A. Consider agreement with Yuba College for the Independent Living Program - Health and Human Services (Five minute estimate) (347-12)
- B. Consider agreement with Yuba County Special Education Local Plan Area for referrals and services to eligible special education students - Health and Human Services (Five minute estimate) (348-12)

09/11/12 - 5:00 P.M. Wheatland City/County Liaison Committee
Wheatland City Hall
111 C Street
Wheatland, California

09/14/12 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

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



CONSENT

AGENDA

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The County of Yuba

324-12

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

LOUIE B. MENDOZA, JR.
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES



(530) 749-5400
Fax (530) 749-5404
yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: *LM* LOUIE B. MENDOZA, JR., AGRICULTURAL COMMISSIONER

SUBJECT: OUT-OF-STATE TRAVEL

DATE: September 11, 2012

Recommendation:

Consider authorization for out of state travel for the Agricultural Commissioner to represent Yuba County as part of the California Agricultural Commissioners and Sealers Association (CACASA) on their delegation to Washington, D.C. during FY 2012/13.

Background:

Each year, CACASA selects participants to be part of the California delegation that meets with legislators and department secretaries in Washington D.C. to advocate for state, regional and local agricultural and weights and measures issues. Currently the Yuba County Agricultural Commissioner is on the CACASA D.C. subcommittee as well as President of CACASA and has represented Yuba County the past three years. In an effort to have continuity and establish long term point of contact relationships with Washington D.C. legislators and agency secretaries, the Yuba County Agricultural Commissioner has been selected again to participate in the delegation.

As per the Yuba County Policy & Procedures Manual, Policy Number: D-1, out of state travel by department heads requires approval by the County Administrator and the Board of Supervisors.

Discussion:

The Yuba County Agricultural Commissioner has been selected to represent CACASA as part of their delegation to Washington, D.C. In previous years the delegation has gone in February/March; however with discussions of the 2012 Farm Bill taking place, CACASA delegation members must be readily available on short notice to meet with key legislators. The House and Senate have passed respective versions of the 2012 Farm Bill; therefore approval is being sought for fiscal year 2012/13 so that travel arrangements can be made in a timely and economic manner once the dates have been selected. Additionally, this will allow the Agricultural Commissioner to represent local, regional and state agricultural and weights and measures issues as well as, give the Commissioner opportunity to be a voice for Yuba County on pertinent local issues that can be shared with Legislators and various Federal Departments. This delegation will meet with individuals to discuss a variety of issues, with specific focus on:

- Appropriations for the 2012 Farm Bill and directing funds to benefit California agriculture.
- High Risk Pest Exclusion and Pest Trapping appropriations as well as support funding for Border Stations for invasive pests.
- Support the Canine Inspection Team appropriations.
- Seek appropriation request for Non Domestic Animal Damage Control funding for California that would reduce the county cost of the program.
- Various other agricultural and weights and measures issues.

Last year's delegation was successful in assuring that over \$14 million of the available \$50 million was appropriated for "early plant pest detection and surveillance" that protects California against invasive pests. \$3.4 million of the \$14 million was allocated to the Canine Inspection Team ("dog team") – bringing the total number of dog teams to thirteen (13) in state. The delegation met with U.S. Forest Service representatives and Legislative members on the issue of Noxious and Invasive weed control of federal lands and with USDA Wildlife Services in efforts to procure additional funds for California.

Overall, the presence of CACASA in Washington D.C. is beneficial to the state and to individual counties, such as Yuba. As competition for available funding resources increases, having a presence with name recognition will be beneficial to local and state agriculture interests.

Committee Action:

None – This item is brought directly to the Board of Supervisors for consideration as the Board has approved this request for the past 3 years. Additionally, Robert Bendorf, Yuba County Administrative Officer has approved out of state travel for the Agricultural Commissioner.

Fiscal Impact:

The estimated cost for air fare, parking, lodging, meals and local transportation costs should not exceed \$1,000 for the out of state travel for the Agricultural Commissioner. However, the cost will be shared by CACASA, the Agricultural Commissioner and Yuba County. The Agricultural Commissioner is seeking out of state travel approval by the Yuba County Board of Supervisors so that airfare and lodging arrangements can be made in a timely and economical manner when dates for FY 2012/13 are selected.

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



325-12

ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/te*
RE: Yuba County Board of Supervisors Response – 2011-2012 Grand Jury Report
“Has the County Made You a Lawbreaker?”
DATE: September 11, 2012

RECOMMENDATION

It is recommended that the Board of Supervisors receive and approve the response to the 2011-2012 Grand Jury report, titled “Has the County Made You a Lawbreaker?”

BACKGROUND

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session the Grand Jury issues a comprehensive report, or completes and submits individual reports throughout the year to respective agencies.

DISCUSSION

The 2011-2012 Grand Jury completed an investigation titled, “Has the County Made You a Lawbreaker?” The Grand Jury requested a response from the Yuba County Board of Supervisors. Attached is a draft response to the recommendation stated in the report.

COMMITTEE ACTION

This item is presented to the full Board of Supervisors.

FISCAL IMPACT

None

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
FAX 749-7252 FAX

September 11, 2012

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2011-12 GRAND JURY REPORT/"Has the County Made You a Lawbreaker?"**

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2011-12 Grand Jury Final Report – Has the County Made You a Lawbreaker? Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. *The State of California requires cities and counties adopt updated construction codes that are adopted by the Building Standards Commission on a triennial basis.*

The Board of Supervisors agrees with the finding.

F2. *The Board of Supervisors adopted the 2010 California Building Code, Part 2, and the 2010 California Residential Code, Part 2.5, among others, as Title X, Chapter 10.05, Standards of Building Construction.*

The Board of Supervisors disagrees partially with this finding as stated in 10.05 of the Ordinance Code.

F3. *The California Residential Code, as adopted by Yuba County, exempts certain items from the building permit process if the changes, alterations or repairs are of a minor nature not affecting structural features, egress, sanitation, safety or accessibility as determined by the enforcing agency.*

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The Board of Supervisors partially disagrees with the finding. While language stated in this finding can be characterized as correct, the California Residential Code is not as general as cited in this finding, but more specific (i.e. square footage).

- F4. *Yuba County Consolidated Fee Schedule requires permits and fees for certain items specifically exempted in its Title X, Chapter 10.05, Standards of Building Construction.***

The Board of Supervisors disagrees partially with the finding. The Consolidated Fee Schedule establishes fees only.

- F5. *Neither the County Administrative Officer, the Director of the Community Development Services Agency, nor the interviewed members of the Board of Supervisors were aware that permits were being required for specifically exempted items within the county's building codes.***

The Board of Supervisors disagrees partially with the finding. Similar to staff responses, the Board of Supervisors has no access to the documents or the testimony relied on by the Grand Jury to support this finding and cannot agree or disagree regarding comments attributed to other participants in the investigation.

Regarding the Board of Supervisors, those interviewed agree.

- F6. *Through conflicting county ordinances, the residents of Yuba County are required to pay for permits for items that are specifically exempted by the county's building codes.***

The Board of Supervisors disagrees with this finding. It appears that the Grand Jury is referring to the fee schedule and the local building code ordinance. A staff review has shown no permits were issued that are specifically exempted by the County's building codes and no residents were required to pay for items that are specifically exempted by the County's building codes.

- F7. *The residents of Yuba County, who have performed work that is specifically exempted from the permit process pursuant to the county's building code, have been put in a position of being in violation of the county's consolidated Fee Schedule and are subject to possible jail time, fines and/or both.***

The Board of Supervisors disagrees with this finding. As stated previously in this response, the Consolidated Fee Schedule does not address when building permits are required. Title X and Title XIII are separate sections of our ordinance code, with one governing building permit requirements and the other establishing countywide fees. Clarification of when specific projects will require fees will be addressed with a comprehensive review of both ordinances. Staff reviewed permits issued for specific exempt building projects from December 2010 to the present. No fees were collected for exempted projects. Clearly, no residents were put in the position of "being in violation of the County's Consolidated Fee Schedule and/or subject to possible jail time, fines and/or both."

SUPERVISORS

RECOMMENDATIONS

- R1. The Board of Supervisors should direct the County Administrative Officer and the Community Development Services Agency Director to perform a thorough review of the building permits, identify those that do not affect structural features, egress, sanitation, safety or accessibility, as well as those specifically exempted in Section R105.2 of the California Residential Code, adopted by Yuba County as Title X, Chapter 10.05, Standards of Building Construction, and submit such permit items to the Board of Supervisors for official removal from the Consolidated Fee Schedule.***

Recommendation has not yet been implemented. Staff has been directed to review supporting language of the referenced Ordinance Codes regarding building fees to provide clarifying language where needed. It is estimated that completion should be by the end of this calendar year.

The Board of Supervisors thanks the 2011-12 Grand Jury for their dedication of time to this issue.

Sincerely,

Hal Stocker, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

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



AUGUST 14, 2012 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 10:00 a.m., within the Government Center, Marysville, 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 Abe
- II. ROLL CALL: Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – Supervisor Griego Absent
- III. RECEIVE INFORMATION ON DEPARTMENTAL BUDGETS FOR FISCAL YEAR
 - A. Clerk-Recorder/Elections (30 minute estimate) Clerk-Recorder/Registrar of Voters Terry Hansen recapped the following and responded to inquiries:
 - Staffing levels for divisions
 - Cross-training of staff
 - Documents recorded up from previous year
 - Federal pre-clearance requirements
 - Digitizing of records
 - B. Agricultural Commissioner (30 minute estimate) Agricultural Commissioner Louie Mendoza and Assistant Kevin Rousch recapped the following and responded to inquiries:
 - Staffing levels
 - Workload Indicators
 - Weights and Measure devices registered
 - Revenue sources

The Board recessed at 11:02 a.m. and reconvened at 11:14 a.m. with all present as indicated above.

 - C. Treasurer-Tax Collector (30 minute estimate) Treasurer-Tax Collector Dan Meirzwa provided a Power Point on the following and responded to inquiries:
 - Treasure pool characteristics, yield, and return
 - Taxes charged and collected, delinquencies
 - Auction of delinquent tax properties
 - Revenue summary
 - D. Public Guardian (30 minute estimate) Public Guardian Asha Davis and Assistant Kim Morgan recapped the following and responded to inquiries:
 - Case management load and associated activities
 - Agencies interaction

- Budget expenses and revenues
- Objectives for upcoming year

RECESS: The Board recessed at 12:04 p.m. and reconvened at 1:00 p.m. with all present as indicated above.

- E. Community Development and Services (30 minute estimate) Community Development and Services Director Kevin Mallen provided a brief introduction of presentations by Power Point regarding the following:
- Public Works Director Mike Lee regarding major projects completed, ongoing projects, and responded to inquiries
 - Environmental Health Director Tej Maan regarding gray water/sewage ordinances; tattoo permitting and inspection; hazardous material response team; and responded to inquiries
 - Planning Director Wendy Hartman regarding the resource efficiency plan; zoning ordinance and neighborhood revitalization plans; family self sufficiency program; and responded to inquiries
 - Chief Building Official Marty Griffin regarding building and code enforcement case loads; building permits and inspections; and responded to inquiries
 - Finance and Administration Director Sean Powers regarding the neighborhood stabilization program and responded to inquiries
- F. Library (30 minute estimate) Interim Library Director Kevin Mallen and Administration and Accounting Supervisor Sandeep Sidhu recapped the following and responded to inquiries:
- Upgrade of Library areas including counter, children's area, reference and collection areas
 - Self check-out program and user patronage
 - Summer reading program
 - Upcoming goals and accomplishments

RECESS: 2:00 p.m. by Chairman Stocker and reconvened on August 21, 2012 at 8:30 a.m. with all present as listed above, including Supervisor Griego.

- G. Administrative Services (30 minute estimate) Director Doug McCoy recapped the following and responded to inquiries:
- Upgrades to existing facilities, solar project, lights, HVAC systems
 - Architectural Services for Sheriff's Department facility
 - Security upgrades for compliance with State and Federal requirements
 - Completion of County wide voice mail system and demolish of South Annex building
 - Implemented an Asbestos management plan
 - Upgrade/refurbish 250 computers and supply to various general fund departments

9:02 a.m. Supervisor Stocker left the meeting and returned at 9:06 a.m.

- H. District Attorney/Probation/ Sheriff-Coroner (60 minute estimate) Chief Probation Officer Jim Arnold recapped the following and responded to inquiries:
- Budget totaling \$9.2 million
 - Current staffing levels - eliminated or unfunded 15 positions
 - Grant funding for Victim Services - one position general funded
 - Juvenile Hall staffing levels and requirements

Sheriff Durfor recapped the following and responded to inquiries:

- Current staffing levels - 22 vacancies/unfunded positions

- Immigration and Customs Enforcement contract - renegotiated daily per diem
- Funding for Jail medical staff

District Attorney Pat McGrath recapped the following and responded in inquiries:

- Department structure and reassessed case priority status
- Six percent increase in case load
- Seven percent increase in cases filed
- Current staffing levels - 18 positions, 15 filled and 3 vacant
- Funding reductions
- Charges for court services

Supervisor Stocker left the meeting at 10:15 a.m. and returned at 10:25 a.m.

The Board recessed at 10:31 a.m. and returned at 10:37 a.m. with all present as listed above, including Supervisor Griego.

- I. Human Resources and Organizational Services (30 minute estimate) Director Martha Wilson and Assistant Director Jill Able recapped the following and responded to inquiries:
 - Department structure and assigned duties
 - Health care providers, health savings plans, supplement plans and costs
 - Employee Retirement incentive
- J. County Counsel (30 minute estimate) County Counsel Angil Morris-Jones recapped the following and responded to inquiries:
 - Office description, staff and structure
 - Legal services rendered
 - Requests, opinions, and public records
 - Services for Special Districts
 - Assessment appeals services
 - Grand Jury representation, training, and opinions
 - Services provided for County Departments
 - Budget reductions and revenue
 - Current staffing levels

Supervisor Stocker left the meeting at 11:31 a.m.

Supervisor Vasquez left the meeting at 11:49 a.m. and returned at 11:55 a.m.

- K. Child Support Services (30 minute estimate) Director Tina Taylor recapped the following and responded to inquiries:
 - Two vacant positions
 - Collection activities
 - Paternity establishment activity
 - Expenditures decreased significantly over past fiscal years
 - Performance measures and cost effectiveness
 - Customer relations and public information
 - Document imaging
 - Budget breakdown and upcoming adjustments

RECESS: 12:06 p.m. and reconvened at 1:04 p.m. with all present as listed above, including Supervisor Griego.

- L. Health and Human Services (30 minute estimate) Director Suzanne Nobles provided a Power Point presentation recapping the following and responded to inquiries:
- Department divisions
 - Funding sources
 - General Fund contribution
 - Fiscal Year 2012-2013 budget projections
 - Staff reductions of two substance abuse counselors which moved to Probation
 - Program changes to CalWorks, Child Welfare Services, Medi-Cal, and In-Home Supportive Services
 - Accomplishments and future challenges

Supervisor Griego left the meeting at 1:43 p.m.

- M. Bi-County Mental Health (30 minute estimate) Director Brad Luz provided a Power Point presentation recapping the following and responded to inquiries:
- Overall revenues and expenditure since 2004/2005
 - 163 allocated positions
 - 5516 patients served
 - Health Care Services Agency
 - Upcoming challenges

Supervisor Griego rejoined the meeting at 2:02 p.m. Supervisor Abe left the meeting at 2:04 p.m. and returned at 2:08 p.m. Supervisors Nicoletti and Vasquez left the meeting at 2:10 p.m. and returned at 2:13 p.m.

- N. Clerk of the Board of Supervisors (30 minute estimate) Clerk Donna Stottlemeyer recapped the following and responded to inquiries:
- Board budgets including memberships, community organizations, and travel
 - Migration to upgraded automated agenda system
 - Assessment appeals activities
- O. County Administrator (30 minute estimate) County Administrator Robert Bendorf and Emergency Operations Manager Scott Bryan recapped the following and responded to inquiries:
- Budget and staffing levels
 - Policies, procedures, and budget monitoring
 - Changes to website
 - Emergency services and flood control

Supervisor Stocker left the meeting at 2:49 p.m. and returned at 2:51 p.m.

- P. Assessor (30 minute estimate) Assessor Bruce Stottlemeyer and Assistant Assessor Kimberly Heisch recapped the following and responded to inquiries:
- Increase in Proposition 8 roll valuation
 - Decrease in roll value larger than last year

- Volume of property transfers and value reviews
- Reduction in General Fund and staffing levels

RECESS: 3:29 p.m. and reconvened at 3:36 p.m. with all present as listed above, including Supervisor Griego.

- Q. Auditor-Controller (30 minute estimate) Auditor Rich Eberle provided a Power Point presentation recapping the following and responded to inquiries:
- Office functions and entities serviced
 - Financial reporting and timeliness of reports
 - Workload and staffing
 - Obstacles to overcome
 - Technology projects – accounting and payroll systems
 - Goals to improve process efficiency and effective financial reporting

Supervisor Stocker left the meeting at 4:03 p.m. and returned at 4:13 p.m.

- R. Bi-County Agricultural Extension (30 minute estimate) Director Chris Greer, Farm Advisors Glenn Nader and Janine Hasey recapped the following and responded to inquiries:
- Functions including identify, introduce and management practices for pest; local research to increase produce activity; assisting farmers with regulatory requirements
 - Budget and staffing
 - Reorganization for more local presence
 - Outreach activities
 - Walnut industry
 - Fire protection and suppression

IV. ADJOURN: 4:42 p.m. by Chairman Stocker.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS



AUGUST 28, 2012 - MINUTES

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

- I. PLEDGE OF ALLEGIANCE - Led by Michelle Gutierrez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker. Supervisor Nicoletti was 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: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

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) Approved as written.

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) Approved.
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) Approved.

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) Approved.
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)

Adopted Resolution No. 2012-66, which is on file in Yuba County Resolution Book No. 42, entitled: "AUTHORIZE YUBA COUNTY 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, 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."

D. Sheriff-Coroner

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

IV. PUBLIC COMMUNICATIONS:

Human Resources Director Martha Wilson commended Board members for recognizing Michelle Gutierrez for her volunteerism and the efforts of all County employees.

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) Community Development and Services Director Kevin Mallen provided a brief recap and responded to Board inquiries.

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

Adopted Resolution No. 2012-67, which is on file in Yuba County Resolution Book No. 42, entitled: "RESOLUTION ADOPTING A RESERVATION PROCESS AND ESTABLISHING FEES AT AND FEE WAIVERS AT HAMMON GROVE AND SYCAMORE RANCH."

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. Accepted.
- B. Resolution from Wheatland Union High School District calling an election to authorize the sale of \$9,000,000 in general obligation bonds. Accepted.
- 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. Accepted.
- D. Notice of default from OneWest Bank and election to sell property identified as APN 016-612-007 located in Plumas Lake. Accepted.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Chairman Stocker created an Ad hoc committee appointing Supervisors Nicoletti and Abe to meet with Beale Air Force Base personnel to address county infrastructure issues that affect the base.

Supervisor Abe:

- RCRC meeting held August 15, 2012
- Economic Development Advisory Committee meeting held August 17, 2012,
- Lords Gym Open House held August 18, 2012
- Tour of the rock gabion fish screen at south county diversion dam August 22, 2012
- North Central Counties Consortium meeting held August 23, 2012
- Water Agency Special meeting held August 24, 2012
- Yuba Sutter Stand Down Opening Ceremony August 24, 2012
- Yuba Sutter Farm Bureau meeting August 27, 2012
- Commended Legislative Analyst Russ Brown for work on AB 845/AB 1178 Solid Waste: Place of Origin

Supervisor Griego

- First Five Yuba Commission held August 23, 2012
- Yuba County Water Agency special meeting held August 24, 2012
- SACOG meeting on Thursday, August 30, 2012
- Yuba Sutter Stand Down

County Administrator Robert Bendorf: Sheriff's Department hosted the Western States K9 Trials August 25, 2012 at Gold Socks Stadium.

VIII. ADJOURN: 9:47 a.m. by Chairman Stocker.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: In-Home Supportive Services Advisory Committee

Date: September 11, 2012

Recommendation

Reappoint David Hantusch to the In-Home Supportive Services Advisory Committee for a term to end September 11, 2014.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Hantusch's term on 7-6-2012. Mr. Hantusch has been serving on the Board since April 11, 2006, and wishes to continue in this capacity.

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.

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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

Subject: Yuba County Economic Development Advisory Committee – District Two Representative

Date: September 11, 2012

Recommendation

Appoint Lawrence M. Riley to the Yuba County Economic Development Advisory Committee as a District Two Representative to serve at the pleasure of the Board.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as an unscheduled vacancy due to the resignation of Mr. Len La Barth. One application was received from Mr. Riley and is attached for your review and consideration

In light of the expressed interest, it would be appropriate to make the appointment at this time.

Fiscal Impact

None

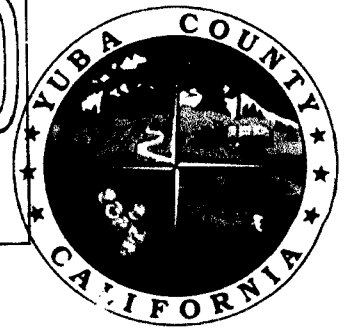
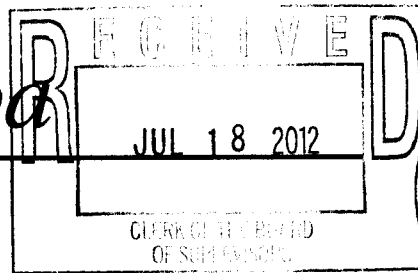
Committee Action

None required.

/rf

attachment

The County of Yuba



Application for Board/Commission/Committee
Appointed by the Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

Economic Development Advisory Committee

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

LAWRENCE M. RILEY - LARRY-

MAILING ADDRESS:

[REDACTED]

PHYSICAL ADDRESS:

[REDACTED]

TELEPHONE:

CELL
HOME:

WORK:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

PUBLISHER, APPETIZ-DEMOCRAT & TRI-COUNTY NEWSPAPER

REASONS YOU WISH TO
SERVE ON THIS BODY:

GAIN/BUILD AWARENESS ON MAJOR COUNTY ISSUES

QUALIFICATIONS:

EXEC COMMITTEE & BOARD OF DIRECTORS
ORANGE COUNTY BUSINESS ADVISORY COUNCIL

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

N/A

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE

[Signature]

DATE

7-16-12

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

Subject: Fish and Game Advisory Commission – Youth Representative

Date: September 11, 2012

Recommendation

Appoint Keith Warner to the Yuba County Fish and Game Advisory Commission as the Youth Representative for a term to end September 11, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is periodically updated. This vacancy was posted as a scheduled vacancy in April 2009. One application has been received from Keith Warner and is attached for your review.

In light of the expressed interest, it would be appropriate to make appointment at this time.

Fiscal Impact

None

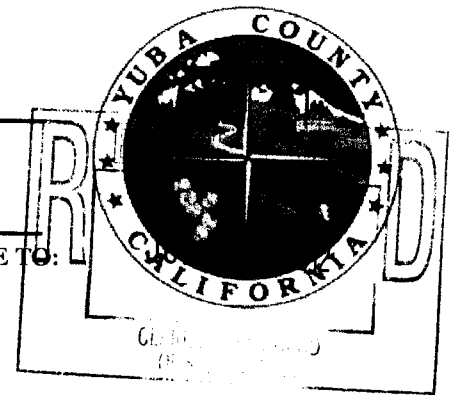
Committee Action

None required.

attachments

The County of Yuba

Application for Board/Commission/Committee
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Fish and game advisory commission

APPLICANT NAME: Keith Warner

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Student

REASONS YOU WISH TO
SERVE ON THIS BODY:

I wish to serve so that I can get community service hours
for school while doing something I have an interest in.

QUALIFICATIONS:

I live in Yuba County and I am 17 years old.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

LHS FFA Treasurer

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE.

K Warner
SIGNATURE

7-25-12
DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

cc Commission

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



330-12

BU

749-5440 • Fax 749-5440

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 11, 2012

To: YUBA COUNTY BOARD OF SUPERVISORS

From: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS 
RYAN MCNALLY, PARKS AND LANDSCAPE COORDINATOR 

Subject: APPROVAL OF HAMMON GROVE and SYCAMORE RANCH CARETAKER AGREEMENT WITH WESLEY DALE EVERETT

Recommendation

Approve the Hammon Grove and Sycamore Ranch Caretaker Agreement with Wesley Dale Everett for the term of one year.

Background

On September 13th 2011, your Board approved an additional one year agreement with Wesley Dale Everett to continue serving as the Hammon Grove/Sycamore Ranch Caretaker. This agreement also allowed for the provision of an additional one year extension, should the caretaker seek to remain in the position. Mr. Everett, after proving his value yet again over the past year, has expressed his wish to extend the agreement for an additional year subject to the approval of the Board.

Discussion

Since May 27th, 2008, Mr. Everett has satisfactorily served in the capacity of the Hammon Grove Caretaker. During that time, he has become an asset to the County by keeping a watchful eye over the park and has been diligent in his duties to maintain the aesthetic integrity of the premises. In recent years, his duties have expanded to include Sycamore Ranch, where he now resides as the caretaker of both facilities. Mr. Everett takes much pride in his position and is ambitious in helping the County with its endeavor to improve the overall experience at Hammon Grove and Sycamore Ranch.

Hammon Grove and Sycamore Ranch have continued to see growth in the number of patrons. Of course, coinciding with this growth is an increased demand for maintenance and oversight. Since Mr. Everett has volunteered his services, the park has been dramatically cleaner and has seen far fewer acts of vandalism.

Committee Action

The Land Use and Public Works Committee were bypassed for this item as this is an extension to the original agreement which was previously reviewed and recommended for approval.

Fiscal Impact

The Hammon Grove/Sycamore Ranch caretaker is a voluntary position and Mr. Everett will not receive any financial compensation. The County will continue to recognize a significant cost savings by not having to pay overtime to employees for opening and closing the park daily.

**CARETAKER MAINTENANCE AGREEMENT
SYCAMORE RANCH AND HAMMON GROVE PARK**

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **WESLEY DALE EVERETT**, an independent contractor, (hereinafter referred to as "CARETAKER"), this 11th day of September, 2012.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Sycamore Ranch:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

Hammon Grove:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39' 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

For purposes of this Agreement, both of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Hammon Grove Park and Sycamore Ranch, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person who is at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Water grass areas and trees per watering schedule.
6. Post park reservation schedules.
7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
8. Check and clean park daily.
9. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).

B. COUNTY shall provide the following described services and materials free of charge to the CARETAKER upon the Park Property:

1. Recreational vehicle facilities for the caretaker to include a paved auto

parking area at Sycamore Ranch, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.

2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Phone for caretakers use, local access only and an answering machine for messages.
4. Caretaker nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

(i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

(ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKER'S insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, 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 officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws,

rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, representative, or independent contractor of COUNTY. The following shall apply under this Agreement:

- A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.
- B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.
- C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees
- F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

10. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

11. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result as of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

13. HOLD HARMLESS

CARETAKER 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 CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

19. 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.

20. COMPLETENESS OF INSTRUMENT

This Agreement 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.

21. SUPERSEDED 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.

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.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

25. 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.

26. CONTROLLING LAW

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

27. 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.

28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with 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 CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

29. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

COUNTY:

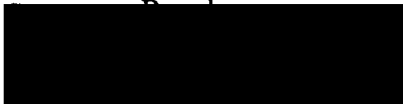
Michael Lee, Director of Public Works
County of Yuba Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

CARETAKER:

Wesley Dale Everett



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

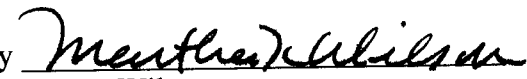
COUNTY OF YUBA

CARETAKER

By _____,
Chair
Yuba County Board of Supervisors


Wesley Dale Everett

INSURANCE PROVISIONS APPROVED

By 
Martha K. Wilson,
Risk Manager

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
ANGIL MORRIS -JONES
COUNTY COUNSEL



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



331-12

749-5430 • Fax 749-5424

CODE ENFORCEMENT

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

Date: September 11, 2012

To: Yuba County Board of Supervisors

From: Sean Powers, Director of Finance and Administration

Subject: Acquisition of Single Family Residences APN 021-204-012 and APN 019-433-011 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residences APN 021-204-012 and APN 019-433-011 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$4,265,711.00 under the Neighborhood Stabilization Program allocation per agreement 11-NSP3-8112 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda.

Discussion:

The attached resolution is required for further implementation of the Neighborhood Stabilization Program. For each individual property approved for the program by the County, the Board must consider and approve the purchase of the property by resolution. Assuming Board approval, the County will hold title during the rehabilitation up to resale. CDSA will oversee all activities involving acquisition, rehabilitation, and resale. The Board has previously approved the Community Development Services Agency Director to make purchase offers to the current property owners which have been accepted.

These properties are located at the following addresses:

APN 021-204-012 1914 Park Circle, Marysville, CA 95901

APN 019-433-011 1748 River Run Drive, Marysville, CA 95901

Committee Action:

This item was previously discussed with the Board in order to make the initial offers to the current property owners and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of APN 021-204-012 is estimated to be \$81,000 and the purchase price of APN 019-433-011 is estimated to be \$124,900.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE THE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 021-204-012 AND APN 019-433-011)
AS PART OF THE NEIGHBORHOOD)
STABILIZATION PROGRAM AND EXECUTE)
ALL DOCUMENTS NEEDED FOR COMPLETION)
OF PURCHASE, REHABILITATION AND RESALE.)**

RESOLUTION NO. _____

WHEREAS, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 11-NSP3-8112 with the Department of Housing and Community Development on April 30, 2012 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

WHEREAS, these activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda; and

WHEREAS, the purpose of acquiring these foreclosed properties through the Neighborhood Stabilization Program is to rehabilitate and resell the properties to a owner-occupant which meets the program requirements; and

WHEREAS, the Board has previously approved the Community Development Services Agency Director to make, and he has made, a purchase offer to the current property owners which has been accepted; and

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 021-204-012 is estimated to be \$81,000 and the purchase price of APN 019-433-011 is estimated to be \$124,900.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 021-204-012 and APN 019-433-011 and execute any necessary documents, subject to County Counsel review.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: BOARD OF SUPERVISORS

FROM: Wendy Hartman, Planning Director *W. Hartman*

SUBJECT: Approve an Amendment to a Professional Services Agreement with The Planning Center: DC&E regarding the Olivehurst Sustainable Community and Economic Revitalization Plan (OSCER) and authorize the Chair to execute same.

DATE: September 11, 2012

Recommendation:

Approve a minor amendment to a Professional Services Agreement with The Planning Center: DC&E regarding the Olivehurst Sustainable Community and Economic Revitalization Plan (OSCER) and authorize the Chair to execute same.

Background:

The Yuba County Community Development & Services Agency applied for and was awarded an Environmental Justice grant from Caltrans for the preparation of the Olivehurst Sustainable Community and Economic Revitalization Plan (OSCER). The Contract with the Planning Center: DC&E was awarded in February 2011.

The project has resulted in additional public outreach, design assistance, and coordination with other departments and agencies than originally anticipated. Throughout the process, the Planning Center has provided additional services to the County at no extra charge (approximately \$5,000 in services has been credited to the County). Given the additional work needed to complete the project and reductions in Planning Staff, we do not believe we will be able to complete the OSCER project within the Grant timeframe without additional assistance from the Planning Center. The Planning Center has submitted a memo indicating that they can provide the additional services needed to complete the project if we increase their contract by \$10,618.

Committee Action:

The OSCER grant application and authority to enter into contracts with subconsultants was approved by the Board of Supervisors on March 9, 2010.

Fiscal Impact:

This is a grant project with a 10 percent cash match which has already been allocated. The modification in the Planning Center contract will be paid out of the grant funds allocated to the project to cover both staff and subconsultant expenditures.

Attachment(s):

Amendment #1 to Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

The Planning Center: DC&E
(Olivehurst Sustainable Community & Economic Revitalization Plan)

AMENDMENT #1

This is the first amendment to the Agreement for urban design services between the County of Yuba (County) and The Planning Center: DC&E (Consultant) ("Amendment #1") for the Olivehurst Sustainable Community & Economic Revitalization Plan (O.S.C.E.R.).

Pursuant to Section D.22, "Modification" of the Agreement, the following changes to the terms and conditions are hereby made:

1. **Attachment "A" Section "A.1.1 – Scope of Work"** of the original agreement is modified by adding Tasks 4 and 5 to the scope of work as reflected in the contract modification memo dated July 18, 2012. The additional tasks added to this agreement and the added costs thereof are reflected in:
2. **Amendment 1, ATTACHMENT (a)**, affixed hereto, marked as "**Contract Modification**", is by this reference incorporated herein and is a part hereof as though set forth in full.
3. **Attachment "B" Section "B.1 Base Contract"**: of the original agreement is modified as follows: in addition to the fees for services previously paid, the COUNTY shall pay CONSULTANT a cumulative contract fee not to exceed Sixty-five Thousand Dollars (\$65,000) which includes a contingency of Two Thousand and Two Hundred-Forty-One Dollars (\$2,241) as further outlined in the contract modification memo dated July 18, 2012 affixed hereto as **Amendment 1, Attachment (a) Contract Modification**


All other terms and conditions remain unchanged.

In witness whereof, the parties hereto have executed this Amendment #1 to the Agreement
on September 11, 2012.

"COUNTY"
County of Yuba

Chairman of the Board,
Board of Supervisors

"CONSULTANT"
The Planning Center: DC&E

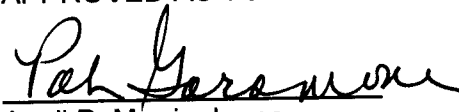


~~David Early~~ STEVE NACK

ATTEST:

Donna Stottlemeyer,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil P. Morris-Jones,
County Counsel



CONTRACT MODIFICATION

PROJECT **Olivehurst Sustainable Community & Economic Plan**
DC&E PROJECT NUMBER **YUBA-01.0** **CONTRACT MODIFICATION NUMBER 1**
DATE **July 18, 2012**
FROM **John Hykes**
TO **Wendy Hartman**
Director of Planning
Yuba County Community Development & Services Agency
915 8th street; Suite 123
Marysville, CA 95901

THIS CONTRACT MODIFICATION AMENDS THE EXISTING CONTRACT BETWEEN THE PLANNING CENTER | DC&E AND THE YUBA COUNTY FOR THE OLIVEHURST SUSTAINABLE COMMUNITY & ECONOMIC PLAN.

THE EXISTING SCOPE OF WORK IS HEREBY AMENDED AS FOLLOWS:

Task 4. Draft Community Plan (July 2012)

The Planning Center | DC&E will assist County staff in completion of the Draft Plan for Community review which will include additional graphics and coordination with Public Works as well as assistance with incorporating comments on County and Piches Architecture chapters of the draft plan.

Task 4.2. Planning Commission Hearing (September 19, 2012)

County Staff will prepare the prepare staff report. As part of the original contract, The Planning Center | DC&E will attend the planning commission hearing. As part of the contract modification, The Planning Center | DC&E will prepare the ppt presentation.

Task 4.3. Board workshop – (October, 2012)

County Staff will prepare the prepare staff report. The Planning Center | DC&E will prepare for and attend the Board workshop including the preparation and revisions to the power ppt presentation.



Task 5. Final Plan (November 2012)

As part of the original contract The Planning Center | DC&E will prepare and make revisions to the Final Plan document. Additional coordination with the County and Piches Architecture is included as part of the contract modification.

Task 5.1 Board Hearing- Adoption of Final Plan (November 2012)

County Staff will prepare the prepare staff report. As part of this contract modification; The Planning Center | DC&E will revise and prepare the presentation and attend the final Planning Commission Hearing.

PREVIOUS CONTRACT AMOUNT	\$ 52,141.00
AMOUNT OF THIS AMENDMENT	\$ 10,618.00
NEW TOTAL CONTRACT AMOUNT	\$ 62,759.00

ALL OTHER TERMS AND CONDITIONS OF THE EXISTING CONTRACT DATED MARCH 30, 2011 REMAIN UNCHANGED.

THE PLANNING CENTER | DC&E
STEVE NOACK, PRINCIPAL

CLIENT SIGNATURE

Table 1
The Planning Center | DC & E
OSCER Con Mod #1

Task	Scope	The Planning Center / DC&E				Labor Cost
		Bruce Brubaker	John Hykes	Sadie Mitchell	Designer	Per Task
4	Draft Community Plan (July 2012)		4	8	12	2,500
4.2	Planning Commission Hearing (September 19, 2012)		2	6	8	1,630
4.3	Board workshop – (October, 2012)		8	4	8	2,380
5	Final Plan	1	4	4	8	1,930
5.1	Board Hearing- Adoption of Final Plan		8	4		1,700
Total Hours		1	26	26	36	
Billing Rate		\$190	\$160	\$105	\$85	Labor Check
Labor Cost		\$190	\$4,160	\$2,730	\$3,060	\$10,140
						\$10,140
		Subtotal				\$10,140
EXPENSES						
Final Plan Copies						\$250
Deliveries						\$25
Office Expenses (Phone, Fax, Copies, etc. @ 2% of Labor)						203
Total Expenses						\$478
TOTAL						\$10,618

AGREEMENT FOR PROFESSIONAL SERVICES

The Planning Center: DC&E
(Olivehurst Sustainable Community & Economic Revitalization Plan)

AMENDMENT #1

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In witness whereof, the parties hereto have executed this Amendment #1 to the Agreement
on September 11, 2012.

"COUNTY"
County of Yuba

Chairman of the Board,
Board of Supervisors

"CONSULTANT"
The Planning Center: DC&E

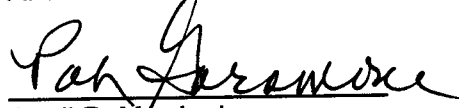


David Early STEVE NACK

ATTEST:

Donna Stottlemeyer,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil P. Morris-Jones,
County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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Date: September 11, 2012

To: Yuba County Board of Supervisors

From: Sean Powers, Director of Finance and Administration 

Subject: Acquisition of Single Family Residence APN 021-113-021 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residence APN 021-113-021 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$4,265,711.00 under the Neighborhood Stabilization Program allocation per agreement 11-NSP3-8112 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda.

Discussion:

The attached resolution is required for further implementation of the Neighborhood Stabilization Program. For each individual property approved for the program by the County, the Board must consider and approve the purchase of the property by resolution. Assuming Board approval, the County will hold title during the rehabilitation up to resale. CDSA will oversee all activities involving acquisition, rehabilitation, and resale. The Board has previously approved the Community Development Services Agency Director to make purchase offers to the current property owners which have been accepted.

This property is located at the following address:

APN 021-113-021 1989 Linda Avenue, Marysville, CA 95901

Committee Action:

This item was previously discussed with the Board in order to make the initial offers to the current property owners and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of APN 021-113-021 is estimated to be \$115,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE THE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 021-113-021 AS PART OF THE)
NEIGHBORHOOD STABILIZATION PROGRAM)
AND EXECUTE ALL DOCUMENTS NEEDED FOR)
COMPLETION OF PURCHASE, REHABILITATION)
AND RESALE.)**

RESOLUTION NO. _____

WHEREAS, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 11-NSP3-8112 with the Department of Housing and Community Development on April 30, 2012 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

WHEREAS, these activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda; and

WHEREAS, the purpose of acquiring these foreclosed properties through the Neighborhood Stabilization Program is to rehabilitate and resell the properties to a owner-occupant which meets the program requirements; and

WHEREAS, the Board has previously approved the Community Development Services Agency Director to make, and he has made, a purchase offer to the current property owner which has been accepted; and

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 021-113-021 is estimated to be \$115,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 021-113-021 and execute any necessary documents, subject to County Counsel review.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2011 by the following vote:

AYES:

NOES:

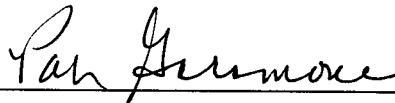
ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATIVE OFFICER
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

Re: Approve Resolution Authorizing the Director of Emergency Services to Submit for and Receive Pre-Disaster Mitigation Competitive Grant Funds.

Date: September ¹¹/₁₄, 2012

Recommendation:

Approve resolution authorizing the Director of Emergency Services to submit for and receive pre-disaster mitigation competitive grant funds.

Background:

In September 2007 your Board adopted the current Yuba County Multi-Jurisdictional, Multi-Hazard Mitigation Plan and jurisdictional annexes, approved by the California Emergency Management Agency (Cal EMA) and the Federal Emergency Management Agency (FEMA), per the Disaster Mitigation Act of 2000.

Discussion:

Each jurisdiction is required to review and update previously approved Mitigation Plans no less than once every five years to maintain eligibility for state and federal mitigation funds. Emergency Services has applied for and was granted \$100,000 from FEMA to coordinate this mandatory update. To access these funds, an application must be submitted to Cal EMA as the sub-grantee. When funds are made available, emergency services will work with Administrative Services to develop a Request for Proposal to hire a consulting firm to assist in this process.

Committee:

None

Fiscal Impact:

This grant requires a 25% match either by in-kind or cash. It is anticipated that through county staff participating in the update process, this will be met through in-kind match.



915 8TH STREET, SUITE 117
MARYSVILLE, CA 95901



(530) 749-7520 OFFICE
(530) 749-7524 FAX



Cal EMA # _____ FIPS# _____ CFDA# _____ Grant # _____

CALIFORNIA EMERGENCY MANAGEMENT AGENCY GRANT AWARD FACE SHEET (Cal EMA 2-101)

The California Emergency Management Agency, hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. **Grant Recipient:** County of Yuba
in the amount and for the purpose and duration set forth in this Grant Award.
2. **Implementing Agency:** Yuba County Office of Emergency Services 2a. **Congressional District:** 02
- 2b. **State Senate District#:** 04 2c. **State Assembly District#:** 03
- 2d. **Location of Project:** County of Yuba 2e. **Congressional District(s):** _____
3. **Disaster/Program Title** FY 12 Pre-Disaster Mitigation Program 4. **Performance Period** 05/01/2012 to 04/03/2015

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2012	5. PDM		75,000		5,000	20,000	\$25,000	\$100,000
Select	6. Select						\$0	\$0
Select	7. Select						\$0	\$0
Select	8. Select						\$0	\$0
Select	9. Select						\$0	\$0
	10. TOTALS	\$0	\$75,000	\$75,000	\$5,000	\$20,000	\$25,000	100. Total Project Cost: \$100,000

11. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications which are being submitted. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient signifies acceptance of this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

12. Federal DUNS Number 601104681 13. Federal Employer ID Number 94-6000549

14. Official Authorized to Sign for Applicant/Grant Recipient:

Name: Robert Bendorf Title: County Administrative Officer / Director OES
 Telephone: (530) 749-7575 FAX: (530) 749-7524 Email: rbendorf@co.yuba.ca.us
(area code) (area code)
 Payment Mailing Address: 915 8th St #117 City: Marysville Zip + 4: 95901-5434
 Signature _____ Date: _____

[FOR Cal EMA USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal EMA Fiscal Officer _____ Date _____ Cal EMA Secretary(or designee) _____ Date _____

GRANT AWARD FACE SHEET INSTRUCTIONS

Cal EMA Section: The top portion of the form contains blocks for four (4) important numbers.
Please do not fill in these blocks. These numbers will be entered by Cal EMA.

1. Grant Recipient

The Grant Recipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced). Enter the legal title of the Grant Recipient. This term also refers to the Grantee, Sub-grantee or Sub-Recipient.

2. Implementing Agency

Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Grant Recipient, enter the same title again.

- a. Enter the 2 digit number for the Congressional District that the Implementing Agency resides in.
- b. Enter the State Senate District that the Implementing Agency resides in.
- c. Enter the State Assembly District that the Implementing Agency resides in.
- d. Enter the local jurisdiction where the project is being implemented.
- e. Enter the 2 digit number(s) of the Congressional District(s) where the project is being implemented.

3. Disaster /Program Title

Enter the name of the Disaster or Program providing the funds for this grant award. A disaster may be referred by the federal declaration number. Program titles should be complete without the use of acronyms.

4. Performance Period

Enter beginning and ending dates of the performance period for the grant. (mm/dd/yyyy)

5A - 10G. Fund Allocations and Total Project Cost

For each fund source used in the program, select the correct grant year and acronym from the drop down lists, the amount of State or Federal funds requested, the amount of cash *and/or* in-kind match contributed and the resulting totals. If the source does not appear on the list, enter the acronym for the source in box 9. Please do not enter both State and Federal on the same line. Block 10G should correspond to the total project cost specified in the budget.

11. Certification Paragraph

Please review the Certification Paragraph.

12. Federal DUNS Number

Enter the 9-digit Federal Data Universal Numbering System (DUNS) ID number for the Implementing Agency. If the Implementing Agency does not yet have a DUNS number assigned, one may be obtained by contacting Dun & Bradstreet at 866-705-5711 or at www.dnb.com.

13. Federal Employer ID Number

Enter the 9-digit Federal Employer Identification Number for the Implementing Agency.

14. Official Authorized to sign for the Applicant/Grant Recipient

Enter the name, title, telephone number, and e-mail address of the official authorized to enter into the Grant Award Agreement for the Grant Recipient as stated in Block 1 of the Grant Award Face Sheet (Cal EMA 2-101). Enter the Payment Mailing Address where grant funds should be sent.

Provide an original signature of the authorized official in blue ink.

Subgrantee Assurances

Hazard Mitigation Grants

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact California Emergency Management Agency (Cal EMA). Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
18. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subgrantee application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
19. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

The undersigned represents that he/she is authorized by the above named subgrantee to enter into this agreement for and on behalf of said subgrantee.

The undersigned represents that he/she is authorized by the subgrantee to enter into this agreement for and on behalf of the said subgrantee.

Name of Authorized Applicant's Agent

Title

Signature of Authorized Applicant's Agent

Date

APPROVED AS TO FORM

Cal EMA 89 (Rev. 11/89) ANCHOR MORRIS-JONES

COUNTY COUNSEL

BY: [Signature] DATE: 11/1/99

Authorization

I, _____, do hereby certify as the authorized representative or
Name

officer of _____, that the information contained in this
Name of Organization

application is true and correct.

Title

Signature

Date

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

Cal EMA 89 (Rev. 01/02/09) COUNTY COUNSEL

BY: Pat Geramone

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

IN REFERENCE TO:

SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES, OR ITS DESIGNEE, TO SUBMIT A GRANT APPLICATION FOR THE FISCAL YEAR 2012 PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM AND FOLLOW THROUGH THEREON)))))))	RESOLUTION NO. _____
---	---------------------------------	-----------------------------

WHEREAS, it is in the best interest of the citizens of the County of Yuba to implement mitigation projects prior to a disaster event, thereby reducing the overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations; and

WHEREAS, your Board adopted the Yuba County Multi-Jurisdictional, Multi-Hazard Mitigation Plan and jurisdictional annexes in accordance with the FEMA Disaster Mitigation Act of 2000 and the Stafford Disaster Relief and Emergency Assistance Act in September 2007; and

WHEREAS, Pre-Disaster Mitigation Plans are required to be reviewed and updated no less than every five years to maintain jurisdictional eligibility for state and federal mitigation funds;

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services, is hereby authorized to execute and submit a grant application for and on behalf of the County of Yuba, a public entity established under the laws of the State of California, and to execute other necessary documents, subject to approval by County Counsel, to obtain funds awarded to the

County of Yuba under the FY 12 Pre-Disaster Mitigation Competitive Grant Program and is hereby authorized to accept and make budget transfers of funds for the term of the grant agreement.

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

AYES:

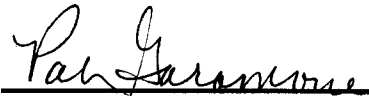
NOES:

ABSENT:

Hal Stocker, Chairman BOS

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL

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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



335-12

**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 11, 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.

COMMITTEE: The Human Services Committee recommended approval on September 4, 2012.

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.

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**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

<p>FISCAL YEARS: 2007/2008 2008/2009 2009/2010 2010/2011 2011/2012 2012/2013</p>
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APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: Yah Garamore

CCC-307

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 Garamendi*

- 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
3. Audit and Record Retention
4. Site Inspection
5. Air or Water Pollution Requirements
6. Confidentiality of Information
7. Dispute Resolution Process
8. Debarment and Suspension Certification
9. Officials Not to Benefit
10. HIPAA Business Associate Addendum

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:

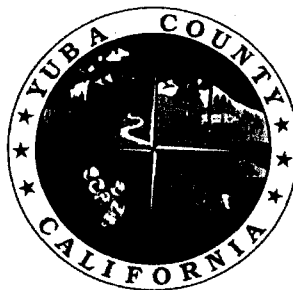
- A. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDHS pursuant to this Section or
 - B. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDHS in its sole discretion, deems sufficient 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.

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



336-12

**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 11, 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 (SYMHS) 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.

COMMITTEE: The Human Services Committee recommended approval on September 4, 2012

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.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2012, by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of therapeutic services under the Supportive and Therapeutic Options Program ("STOP").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated under a Joint Powers Agreement between Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for the administration of its STOP program pursuant to its STOP County Plan approved by the California Department of Social Services; and
- d. MENTAL HEALTH has the experience and the expertise to provide therapeutic services under the STOP program.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2012

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety days. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a novation or renewal agreement for MENTAL HEALTH and YCHHSD approval.

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

2. DESIGNATED REPRESENTATIVES

The Director of YCHHSD is the representative of County and will administer this Agreement for YCHHSD. Bradford Luz is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. MENTAL HEALTH shall:

- A. Provide therapeutic services to Yuba County youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall either with MENTAL HEALTH staff or through a separate agreement with a subcontractor. Under this MOU, two therapists will provide a combination of assessment, crisis intervention, and individual, group and family counseling services to these youth in compliance with the program requirements of the STOP program.
- B. MENTAL HEALTH agrees to collect, compile and provide all statistical data on the youths served pursuant to this MOU, as required under the STOP program for reporting purposes. This data shall include but may not be limited to:
 - The number and ages of children that received "aftercare" services;
 - The number and ages of children that received "prevention" services;
 - The living arrangement of the children served at the time services began; and
 - The types of services provided.
- C. To provide this data, MENTAL HEALTH agrees to complete and submit the Quarterly Statistical Report (Attachment A) for each fiscal quarter for which MENTAL HEALTH submits an invoice for STOP funding. This Quarterly Statistical Report shall include all of the data requested for the children that MENTAL HEALTH provided therapeutic services to during the report period. The report period for the Quarterly Statistical Report shall coincide with the fiscal quarter invoiced.

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

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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 STOTTLEMEYER
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



337-12

**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 11, 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.

COMMITTEE: The Human Services Committee recommended approval on September 4, 2012.

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

**YUBA COUNTY
HUMAN RESOURCES & ORGANIZATIONAL
SERVICES DEPARTMENT**

915 8TH STREET, SUITE 113, MARYSVILLE, CA 95901

DATE: September 11, 2012
TO: Board of Supervisors 
FROM: Martha Wilson, Human Resources Director
Suzanne Nobles, Director of Health & Human Services

RECOMMENDATION

Approve the recommendation to amend the Basic Salary Schedule and Position Allocation as they relate to the Health and Human Services Department, effective September 1, 2012.

BACKGROUND

The Public Health Division of the Health and Human Services Department has been approved for a Nutrition Education grant for the next four years. The scope of work covered under the grant is not currently being performed by or appropriately assigned to an existing county classification.

DISCUSSION

The grant is for SNAP-Ed and seeks to provide nutrition education and obesity prevention to low-income Americans, focusing on CalFresh participants. In addition to broader education of Yuba County residents, grant efforts will provide improved, healthier use of CalFresh benefits by participants at local food retailers. The grant will work towards environmental improvements, such as bringing healthy food retail options to the area. The grant will also provide support to local farmers markets in gaining access to EBT machines to increase purchasing of produce that is locally grown. These activities cannot be performed without this new position.

The Human Resources Department and Health and Human Services Department have coordinated to establish a Health Program Coordinator as the proper classification to perform the work of the grant. The attached Resolution updates the County position allocation and Basic Salary Schedule.

COMMITTEE

This item has bypassed committee due to an immediate need to comply with the requirements of the grant and the benefit to the County constituents.

FISCAL IMPACT

None. The position is 100% grant funded.

ATTACHMENTS

Health Program Coordinator Classification Specification

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Health Program Coordinator
ALLOCATION: Health & Human Services
FLSA STATUS: Non-Exempt
UNION AFFILIATION: YCEA

ESTABLISHED: September 2012
REVISED:

JOB SUMMARY:

Under general direction, develop and disseminate health education programs; oversee staff and the preparation and presentation of health educational materials; provide a variety of oversight, coordinative and programmatic support to direct client service programs in County health services functions; act as the departmental and County liaison with other County departments, service providers and funding sources for assigned program; assist with contract/grant/program development and administration; and perform related duties as assigned.

This is a supervisor level in the health education series.

CLASS CHARACTERISTICS:

This position reports directly to the Director of Nurses. This is the sole supervisory level in the health education series.

EXAMPLES OF DUTIES:

Essential:

- Plan goals, objectives, policies and work standards for the assigned health services program; participate in program budget development, as well as cost tracking and projection.
- Plan, coordinate, implement and participate in health education programs, including prevention, education and guidance in areas that may include: HIV testing & counseling, nutrition education, emergency preparedness, behavior modification and disease prevention.
- Plan, organize, assign, direct and review the work of professional, technical and/or support staff; recommend selection of staff; train staff in work procedures; administer discipline as necessary; may recruit, train and review the work of volunteers; ensure their effective use within program requirements.
- Evaluate program effectiveness and attainment of objectives; make recommendations for improvements; and implement program changes.
- Research and develop program alternatives; ensure that programs are meeting the departmental mission; locate funding sources, service deliverers and other resources; design and implement program procedures and manuals.
- Monitor assigned program or programs; ensure compliance with departmental mission, funding, source regulations and other guidelines; recommend and facilitate implementation of procedural and operational changes to maximize service delivery and enhance revenues.
- Act as liaison and resource to community-based organizations and other service providers, county departments, state or other funding sources, and community and business organizations; participate in a variety of internal and external meetings, committees and coalitions; interact with various planning councils and boards; answer questions and provide training, information, materials and technical assistance as necessary.
- Develop and maintain collaborative partnerships with community agencies and citizens groups aimed at the solution of health issues faced by the community.
- Develop, coordinate and participate in meetings, workshops, conferences, presentations, seminars, and other community based activities to provide education, risk reduction and promote healthy behaviors.
- Monitor changes in legislation that may affect program operations or service delivery; evaluate their affect upon program activities, recommend and implement appropriate policy and procedure modifications.
- Identify health needs, priorities and trends within and across communities throughout the County, including improving the use of various sources of data to evaluate and address the health needs of the county and developing community health needs assessments, policy recommendations and action plans.
- Prepare and determine marketing strategies; select, order and distribute health service and education materials, including reports, pamphlets, posters, exhibits, news releases and radio scripts.
- Prepare a variety of correspondence, reports, policies, procedures, program documentation and other written materials.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.

- May provide direct services to clients in the area(s) to which assigned.
- Maintain accurate records and files.

EMPLOYMENT STANDARDS:

Knowledge of:

- Principles, practices, funding sources and administrative techniques for Public Health education services and behavior change.
- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Principles and techniques of health intervention, promotion, and prevention program administration and delivery.
- Techniques of outreach, education, basic guidance and referral at a professional level.
- Techniques for educating and modifying behavior of both individuals and groups.
- Basic health and wellness practices and medical/health information relevant to the programs assigned.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation.
- Statistical research methods as applies to the collection and tabulation of data affecting public health and public planning.
- Data analysis and synthesis of quantitative and qualitative research.
- Applicable laws, regulations and rules.
- Needs assessment techniques, grant application processes, and principles of program evaluation.
- Principles and practices of employee and volunteer supervision, including selection, work planning, organization, training and performance review.
- Emerging trends and health problems as related to various community target groups and methods of intervention and control.
- Computer applications related to the work.
- Standard office practices and procedures, including filing and the operation of standard office equipment.
- Techniques for understanding and effectively communicating with individuals of various cultures and with various types and stages of substance abuse and social or emotional disorders.
- Principles and techniques of making effective oral presentations.
- Basic budgetary practices and terminology.

Skill in:

- Planning, monitoring and evaluating program goals and objectives and service delivery effectiveness in the programmatic area to which assigned.
- Providing effective direct services to clients in the program area to which assigned.
- Planning, organizing, directing, coordinating and reviewing the work of staff and volunteers.
- Training others in work procedures.
- Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.
- Identifying programmatic and operational problems, investigating and evaluating alternatives and implementing effective solutions.
- Obtaining and maintaining community collaboration for health promotion and planning efforts.
- Interpreting, applying and explaining applicable codes, regulations, policies and procedures.
- Teaching educational classes specific to assigned programs.
- Preparing clear and concise reports, correspondence and other written materials.
- Using initiative and independent judgment within general policy guidelines.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- Identifying cultural differences in community health practices and adjusting outreach methods accordingly.
- Organizing and implementing educational components of public health programs.
- Researching, developing and preparing effective educational and informational materials.
- Performing direct client services, such as assessment and education, within specified limits.

Ability to:

- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Plan, implement and evaluate Public Health education services; design, effectively use, and evaluate health education methods and materials.

- Demonstrate resourcefulness in gathering, preparing, and disseminating health education material.
- Effectively use community and advocacy resources and organizations.
- Communicate information and ideas in speaking and writing so others will understand.
- Combine pieces of information to form general rules or conclusions, including finding a relationship among seemingly unrelated events.
- Apply general rules to specific problems to produce answers that make sense.
- Motivate volunteers and work with youth and adults in a supportive, enthusiastic, non-judgmental manner.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group IV) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment, school or clinic setting and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Drive a motor vehicle in order to visit work sites and attend meetings.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Typical office environment, school and/or clinic setting.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain throughout employment.

Special Requirements:

- Attend meetings outside of normal working hours.
- Subject to off-hours calls in emergency situations.
- Must successfully complete an extensive and thorough background investigation which may include Live Scan fingerprinting prior to hire.
- DMV printout prior to hire.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Bachelor's degree with major course work in Health Education, Nutrition, Health Care, Hospital Administration or a field related to the programmatic area assigned and one year of para-professional level experience providing health education and/or outreach.

PREFERRED: In addition to the minimum, a Master's degree in a related field as previously defined, experience designing and coordinating health education programs, and/or certification as a Health Education Specialist (CHES).

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Health & Human Services Approval:
Suzanne Nobles
Date:

EEOC: E
WC: 9410

Human Resources Approval: Iva Seaberg
Date:

Signature: _____

Signature: _____

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

IN RE:

RESOLUTION AMENDING THE
DEPARTMENTAL POSITION ALLOCATION
SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective September 1, 2012 as follows:

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Health & Human Services Department	Health Program Coordinator	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2012 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stollmeyer
Clerk of the Board

APPROVED/AS TO FORM: Angil Morris Jones
County Counsel

By: _____

By:  _____

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

IN RE:

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule is amended as follows effective September 1, 2012.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
HPCR	Health Program Coordinator	5	\$4,078	23.53	06	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _
_____ day of _____, 2012 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: _____

Pat Gassman

The County Of Yuba

339-12

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



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

TO: Board of Supervisors

FROM: James L. Arnold, Chief Probation Officer

SUBJECT: Authorize Chairman to execute the Probation and School Success Program (PASS) Agreements with Marysville Joint Unified School District (MJUSD)

DATE: September 11, 2012

RECOMMENDATION:

Authorize execution of four agreements with Marysville Joint Unified School District, providing for services of Deputy Probation Officers and Intervention Counselors in the Probation and Schools Success Program.

BACKGROUND:

Since November 1986, the Probation Department has contracted with the Marysville Joint Unified School District to operate the Probation and Schools Success Program (PASS). The program provides for placement of Probation Officers and Intervention Counselors working in various district schools. Services provided include prevention, early intervention and supervision of court wards attending the various schools. Additional intervention services are extended to families and children referred by school administrators, teachers and family law courts.

DISCUSSION:

This program has historically been funded by MJUSD and the district desires to continue the partnership for the coming fiscal year. The MJUSD Board of Trustee's has approved the contracts for Fiscal Year 2012/2013 totaling \$257,803.

COMMITTEE ACTION:

This requires no committee action as it has been an ongoing program with both School Districts and the Yuba County Probation Department.

FISCAL IMPACT:

There is no County General Fund costs associated with the service staffing of the PASS program element. Absent these service agreements, additional General Fund positions would be required to carry out the mandated service functions provided by these officers. Indirect costs associated with employee supervision and fiscal management of the program would be absorbed by the department. Revenue equal to expenditures has been included in the department's 2012/2013 budget.

AGREEMENT

This Agreement is made and entered into this 24th day of July, 2012, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Intervention Counselor or Deputy Probation Officer for 12 months beginning July 1, 2012 and ending June 30, 2013.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Intervention Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Anna McKenney.
5. The Deputy Probation Officer or Intervention Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$50,808 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

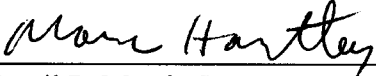
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

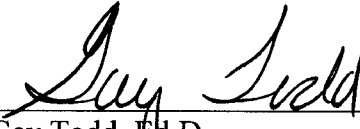
COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:


Angil P. Morris-Jones
County Counsel


Gay Todd, Ed.D.
Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 71,861
Salary	\$ 45,882	
Medicare	665	
PERS	6,534	
Health Insurance	16,342	
Life Insurance	29	
Unemployment Insurance	2,180	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(21,053)
A	Salary:	
	1 – Intervention Counselor	31,900
B.	Benefits:	
	Medicare	463
	PERS	4,434
	Health & Life Insurance	12,011
	Unemployment Insurance	160
	Workers Compensation	<u>1,840</u>
	Subtotal Benefits:	18,908
	Total Salary and Benefits:	50,808
TOTAL CONTRACT AMOUNT		\$50,808

AGREEMENT

This Agreement is made and entered into this 24th day of July, 2012, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer or Supervising Group Counselor through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer or Supervising Group Counselor for 12 months beginning July 1, 2012 and ending June 30, 2013.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer or Supervising Group Counselor will provide intervention services to all students referred for program participation by the designated school administrators at Yuba Gardens Intermediate School.
5. The Deputy Probation Officer or Supervising Group Counselor will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$82,919 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer or Supervising Group Counselor assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

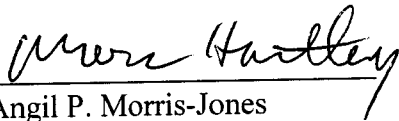
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

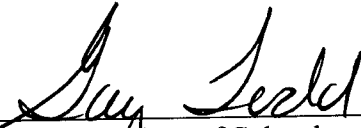
COUNTY OF YUBA:

Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:


Angil P. Morris-Jones
County Counsel


Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 90,498
Salary	\$ 63,591	
Medicare	0	
PERS	12,051	
Health Insurance	12,329	
Life Insurance	29	
Unemployment Insurance	318	
Worker's Compensation	2,180	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(7,579)
A	Salary:	
	1 - Deputy Probation Officer/Supervising Group Counselor	58,220
B.	Benefits:	
	Medicare	0
	PERS	11,033
	Health & Life Insurance	11,369
	Unemployment Insurance	291
	Workers Compensation	<u>2,006</u>
	Subtotal Benefits:	24,699
	Total Salary and Benefits:	82,919
		\$82,919

AGREEMENT

This Agreement is made and entered into this 24th day of July, 2012, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2012 and ending June 30, 2013.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Marysville High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$65,902 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

8. The Probation Program Manager and the School Site Administrator (Principal) will jointly evaluate the performance of the Deputy Probation Officer assigned pursuant to this agreement.
9. The Parties agree to jointly participate in an evaluative outcome process to assess the effectiveness of the Program and make modifications as appropriate.
10. Annually, the Chief Probation Officer and Superintendent will meet to review the evaluative components of the Agreement.
11. District agrees to indemnify, defend and save harmless County, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the District in the performance of this contract, including attorney fees and costs.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.


ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

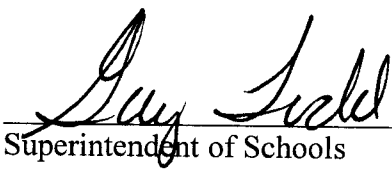
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



Superintendent of Schools

ATTACHMENT A
 PROBATION AND SCHOOL SUCCESS PROGRAM
 YUBA COUNTY PROBATION
 PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Costs:		\$ 115,357
Salary	\$ 80,076	
Medicare	1,161	
PERS	15,175	
Health Insurance	16,336	
Life Insurance	29	
Unemployment Insurance	400	
Worker's Compensation	2,180	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(49,455)
A	Salary:	
	1 – Deputy Probation Officer	\$45,747
B.	Benefits:	
	Medicare	663
	PERS	8,670
	Health & Life Insurance	9,348
	Unemployment & Life Insurance	229
	Workers Compensation	1,245
	Subtotal Benefits:	\$20,155
	Total Salary and Benefits:	\$65,902
TOTAL CONTRACT AMOUNT		\$65,902

AGREEMENT

This Agreement is made and entered into this 24th day of July, 2012, by and between Marysville Joint Unified School District, hereinafter referred to as "District," and the County of Yuba, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the primary objectives of the Probation and Schools Success (PASS) Program are to reduce the dropout rate amongst students, assist school administrators with the safe operation of their schools, reduce disciplinary problems within the school, and enhance the individual potential of students as a means of protecting the welfare of the community and its youth; and

WHEREAS, it is a further objective of PASS to involve the parents, school and criminal justice personnel in a collaborative effort of support for educational achievement by youth; and

WHEREAS, the County is willing to provide the employment of a Deputy Probation Officer through the Probation Department to be funded by the District;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. County will employ one qualified full-time Deputy Probation Officer for 12 months beginning July 1, 2012 and ending June 30, 2013.
2. Said employee will be appointed and supervised by the Chief Probation Officer or his designee. Qualifications for said position will include those requirements mandated by law for peace officers within the State of California as well as skills requirements necessary to carry out the functions of the position and program service delivery components.
3. The County will provide clerical support for the position. The District will provide office space for the position.
4. The Deputy Probation Officer will provide intervention services to all students referred for program participation by the designated school administrators at Lindhurst High School.
5. The Deputy Probation Officer will provide services to parents as required or requested.
6. The District will pay to the County the costs of this program in an amount not to exceed \$58,174 as provided in Attachment A "PASS Budget." The County will bill the District for actual costs of the program on a quarterly basis. Payment for actual program costs shall be made by the District on a quarterly basis within 30 days of said billing. Failure to make timely payments will be considered a material breach of contract.
7. The District will provide school time and space for program service delivery and designate personnel at each participating school for the referral of students for program participation.

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County agrees to indemnify, defend and save harmless District, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm, corporation or entity who may be injured or damaged by the County in the performance of this contract.
12. This contract may be terminated by either party for material breach or by providing the other party 60 days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above shown.

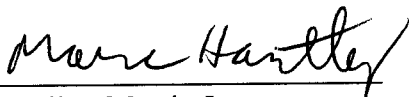
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

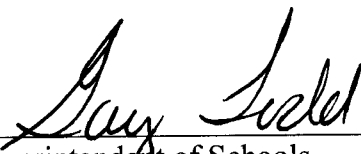
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



Superintendent of Schools

ATTACHMENT A

PROBATION AND SCHOOL SUCCESS PROGRAM

YUBA COUNTY PROBATION

PROJECT (PASS) BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL		COST
Actual Salary & Benefit Cost:		\$ 92,218
Salary	\$ 60,936	
Medicare	884	
PERS	11,548	
Health Ins	16,336	
Life Ins	29	
Unemployment Ins	305	
Workers Comp	2,180	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(34,044)
A	Salary to be paid by Marysville Joint Unified School District:	
	1 - Deputy Probation Officer	38,454
B.	Benefits to be paid by Marysville Unified School District:	
	Medicare	558
	PERS	7,287
	Health & Life Insurance	10,310
	Unemployment Insurance	192
	Workers Comp	<u>1,373</u>
	Subtotal Benefits:	19,720
	Total Salary and Benefits:	58,174
TOTAL CONTRACT AMOUNT		\$58,174



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**THE COUNTY OF YUBA
BOARD OF SUPERVISORS**



— PROCLAMATION —

**PROCLAIMING SEPTEMBER 2012
AS NATIONAL PROSTATE CANCER AWARENESS MONTH**

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men, and the second most cause of cancer death in men, exceeded only by lung cancer deaths; and

WHEREAS, the American Cancer Society estimates 1 in 6 men will develop prostate cancer in their lifetime and it is estimated there will be 241,740 new cases of the disease in the USA in 2012, resulting in an estimated 28,170 deaths; and

WHEREAS, in California, prostate cancer is the most common cancer among men in almost all race and ethnic groups and African-American men are over 33% more likely to develop this disease than non-Hispanic white men and over 46% more likely than Hispanic men; and

WHEREAS, it is estimated 20,195 men in California will be diagnosed with prostate cancer this year and it is estimated 3,085 California men will die from this disease; and

WHEREAS, the survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and

WHEREAS, early prostate cancer usually has no symptoms and familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor, and obesity appears to increase risk of aggressive prostate cancer; and

WHEREAS, obesity and smoking are associated with an increased risk of dying from prostate cancer; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to have a discussion with their health care provider in order to make an informed decision about early detection and testing for prostate cancer; and

WHEREAS, Yuba County joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

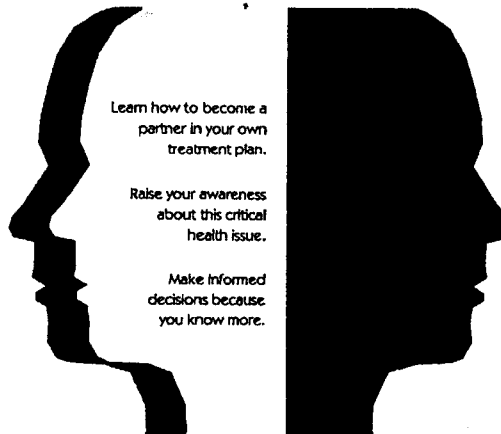
NOW, THEREFORE, the Yuba County Board of Supervisors hereby proclaims September 2012 as Prostate Cancer Awareness Month.


CHAIRMAN




CLERK OF THE BOARD OF SUPERVISORS

2:10 ~~LATE~~ 5:30



Man-to-Man Prostate Support Group

For men with prostate cancer or prostate concerns...their families and close friends. Wives are welcomed and encouraged to attend.

Group Meetings:

Fremont Rideout Cancer Center

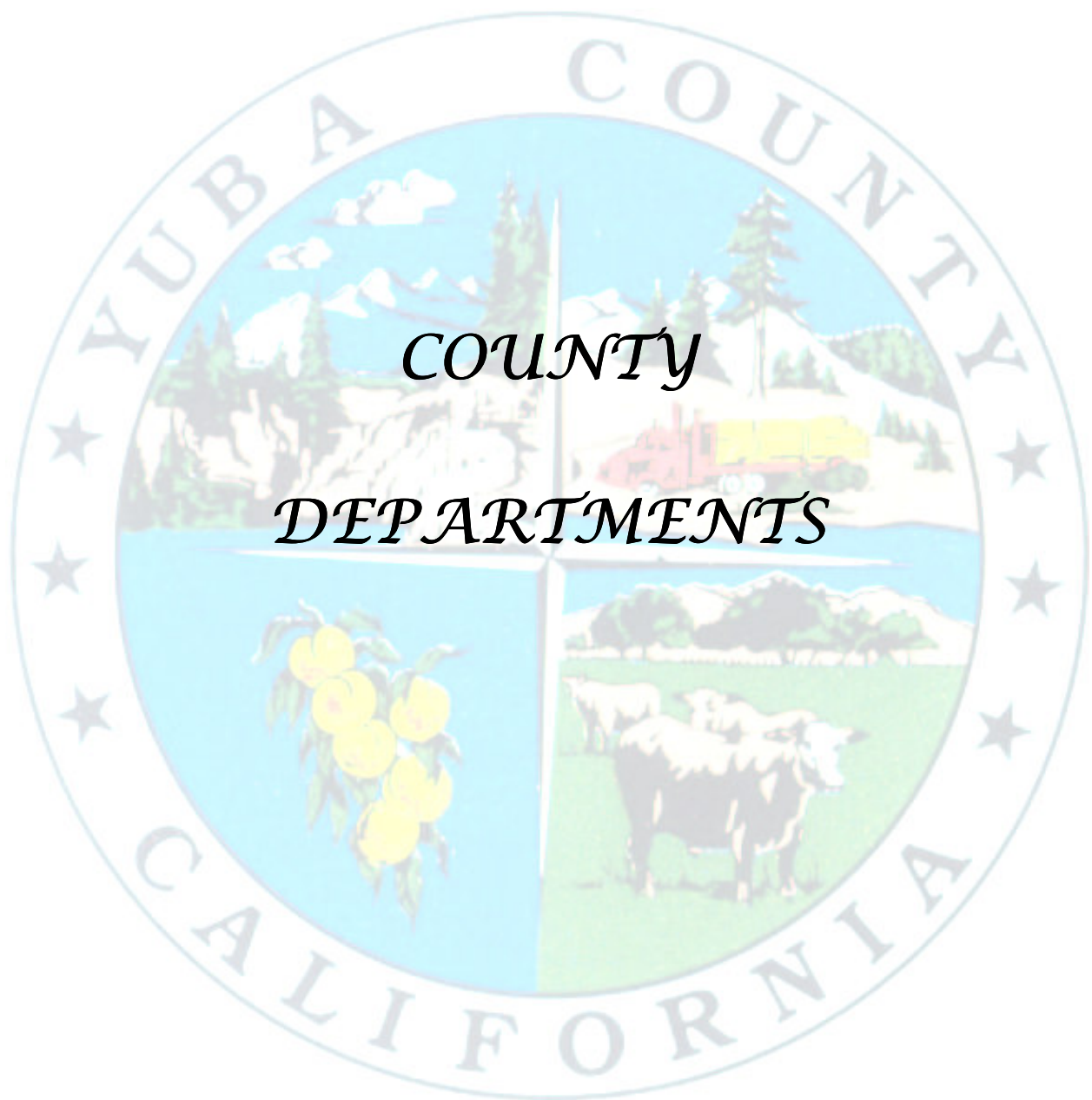
618 5th St • Marysville, CA

Second Wednesdays • 5:30 p.m.

Sponsored by:

For information call 800-ACS-2345





COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464


PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: September 11, 2012

Subject: Transferring Portions of County Acquired 100 Acres for Future Schools and Park in Plumas Lake

Recommendation:

Adopt the attached Resolution authorizing creation, transfer and sale of three parcels to Olivehurst Public Utility District (OPUD), Plumas Elementary School District (PESD), and Wheatland High School District (WHSD).

Background:

Through the adoption of the Plumas Lake Specific Plan, Yuba County created a vision for a well planned community with schools and parks adequate to handle the new residential development. To implement this vision, the County, in partnership with OPUD, WHSD, and PESD, has identified a 100 acre area within the Specific Plan that will provide the land necessary for a future Community Park, High School, and Intermediate School.

The County acquired the 100 acre area last year through agreements reached with the Districts and property owner, and has worked with the Districts to create a future vision for how the 100 acres will accommodate the intended uses. Attached is a conceptual site plan that was developed to help facilitate how best to divide the 100 acres into three parcels, two 25 acre sites and one 50 acre site. The conceptual layout will provide for a central community park surrounded by the high school and intermediate school with plenty of joint use facility opportunities.

Discussion:

In order for the County to complete the process initiated last year and authorized under Board Resolution 2011-91, the County must complete a parcel map in order to convert the 100 acres purchased to three separate parcels to be transferred to the Districts. The attached resolution authorizes the CDSA Director to complete the parcel map process, as well as the sale of the two parcels to PESD and WHSD, and the transfer of one parcel to OPUD.

Committee Action:

This is a follow up to this item previously being before the full Board.

Fiscal Impact:

The County's costs associated with acquiring the land and creating the parcels for the school sites will be repaid upon sale of those parcels to PESD and WHSD. The County paid \$20,000 per acre for the land initially, so the costs to be paid by PESD and WHSD will be the \$20,000 per acre plus interest accrued at the County's pooled rate from the County's purchase date to resale date, plus the County's administrative costs for staff acquiring, creating and reselling the parcels. The costs associated with the transfer of the park site to OPUD are the County's obligation and covered by the parkland acquisition trust fund.

Attachments:

- Resolution
- School & Park Site Planning Study



MEMORANDUM

Date: May 25, 2012

To: Vic Ramos, Superintendent, Wheatland Union High School District
Jeff Roberts, Superintendent, Plumas Lake Elementary School District
Tim Shaw, General Manager, Olivehurst Public Utility District
Kevin Mallen, CDSA Director, Yuba County
Jeff Small, Capitol Public Finance Group, LLC

From: Steven Canada, Principal
The HLA Group, Landscape Architects and Planners, Inc.

Re: School & Park Site Planning Study Narrative

HLA Project #: 28203

1050 Twentieth Street
Suite 200
Sacramento, CA
95811
916.447.7400
fax 916.447.8270
www.hlagroup.com
CRLA
2770

Background

The goal of this planning study is to subdivide a 100-acre site within the southern portion of the Plumas Lake Specific Plan area for future school and park development. The site is located along River Oaks Boulevard to the west (*see figure 1*), and is to be subdivided into three parcels for the following future development:

- 50-acre: Wheatland Union High School District high school site
- 25-acre: Plumas Lake Elementary School District middle school site
- 25-acre: Olivehurst Public Utility District community park site

Representatives from the Wheatland Union High School District, the Plumas Lake Elementary School District, the Olivehurst Public Utility District and Yuba County, along with The HLA Group, worked together to complete this planning study. An overarching goal of this study was based on a "collaborative working approach" that focused on developing joint-use opportunities between the Districts. The following briefly summarizes the process undertaken with this study.

Site Analysis

The site is located on 100 acres directly adjacent to River Oaks Boulevard to the west. The north and south boundaries of the site adjoin future residential land uses, and the entire western edge abuts a 300-foot wide agriculture buffer. Between River Oaks Boulevard and the site's eastern boundary sits a 150-foot drainage easement and ditch. The main entrance into the site is aligned with an entry into an existing residential community on the east side of River Oaks Boulevard. Several secondary and minor vehicle access points into the site will be through the future residential land uses to the north and south. Using the information gathered, a site analysis was prepared identifying key features that could influence the site's overall design, circulation, and use (*see figure 2*).

Parcel Concept Options

A total of eight concept options were studied which subdivided the site into the three parcels (*see figures 3 & 4*). In a collaborative working approach, these options were

The HLA Group Landscape Architects & Planners, Inc.

Community Design • Parks and Recreation • Urban Design • Land Planning • Environmental Design



presented and discussed by the group as to the pros and cons of each option. Given the site constraints and desired planning objectives, option #8 was chosen by the group to explore further. Based on the preferred option, a conceptual parcel map (*see figure 5*) was then developed to calculate the desired acreage for each of the parcels.

Conceptual Site Plan

A Conceptual Site Plan (*see figure 6*) was prepared to further demonstrate the potential for development of the entire 100-acre site with the three proposed land uses: the high school site (50-acres), the middle school site (25-acres) and the community park site (25-acres). As previously state, one of the guiding principles for this study is the idea of joint-use between all three sites. It is the intent, by the represented districts, that both school sites and the community park incorporate a level of joint-use opportunities within their facilities. An effort was made to cluster these joint-use type facilities within the core of the site and along the main drive giving each parcel adequate access and the ability to share parking.

The plan also depicts the major vehicle circulation pattern for the three sites and proposes a second entry off of River Oaks Boulevard into the high school site. The intent of the second entry is to facilitate the traffic patterns generated by a high school and to discourage traffic through the adjacent residential land uses. It was further discussed that this entry would function as a right-in and right-out intersection onto River Oaks Boulevard.

The intent of the Conceptual Site plan is to demonstrate a potential development concept for the three parcels. The features, amenities and facilities depicted on the Conceptual Site Plan are for reference only and are subject to change when actual development occurs for each parcel. A brief description of the Conceptual Site Plan for each parcel follows.

The High School:

The 50 acre high school site is located on the southern half of the site. The location was selected for its parcel depth and ease of access from River Oaks Boulevard through the main site entry and the proposed second entry. This secondary entrance terminates into a smaller traffic circle and frontage road that channels traffic north to the park and middle school, and south to student parking and a minor entry point that also provides a third access point onto River Oaks Boulevard. Overall site traffic due to school activities should be limited by the high school's location.

Joint use of building facilities was an overarching design principle within the high school site. A joint administration building is located on the parcel line that separates the two school sites which can be used by both campuses. South of the administration building and located along the main drive are the library, gymnasium, and theatre. Staff and visitor parking lots are also located in close proximity to these buildings. The sports facilities and stadium are located in the south-west corner of the site. The stadium was set back further in order to minimizing the disturbance to surrounding homes caused by lights and noise. Two softball diamonds, one regulation sized baseball diamond as well as flex open space, tennis and basketball courts are also included in the sports facilities. The high school also contains a maintenance entry in the south-west corner where increased accessibility can be expanded in the future, if desired.

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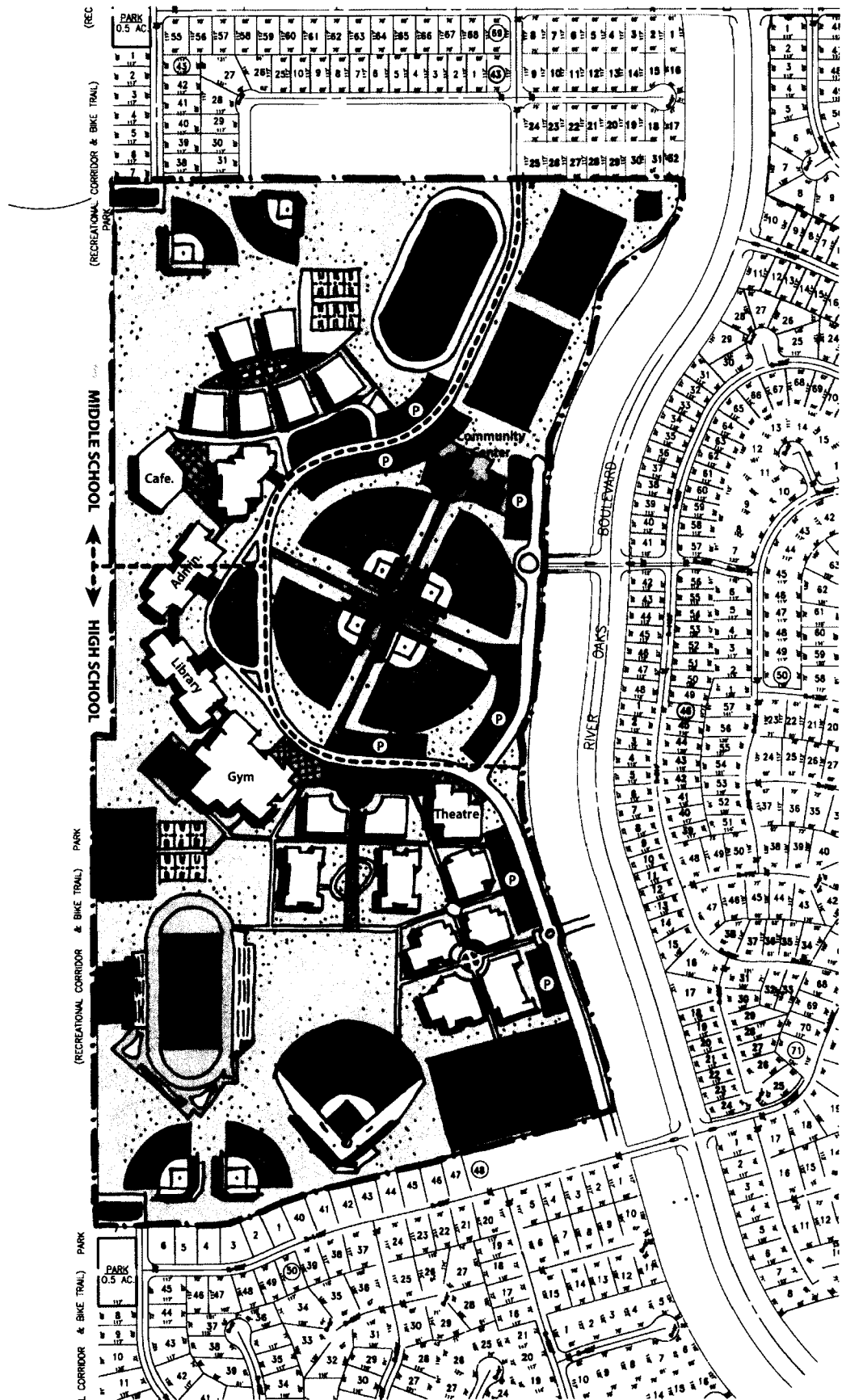
The Middle School:

The middle school sits to the north of the high school, and is able to share uses of buildings and facilities with the high school. Administration, library and general-use buildings are located toward the parcel line, while classrooms and other facilities are located further to the north towards the middle of the site. Faculty and visitor parking as well as a bus drop-off area are located adjacent to these buildings along the main road. Sports and play fields including basketball are located on the northern edge of the middle school site and in close proximity to the sports fields on the community park.

1050 Twentieth Street
Suite 200
Sacramento, CA 95811
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CRLA
2770

The Community Park:

The 25 acre community park is located in the central portion on the site and contains the main entrance from River Oaks Boulevard. The main entrance terminates at a roundabout that channels traffic north to the core of the park, and south to the school sites. Visitors to the park are greeted by a backdrop of sports fields and open space. Parking flanks the entry road and provides enough space to park +/- 300 cars. The core of the park could accommodate a community center facility, softball diamonds, soccer fields, and flex open space. The eastern edge of the park can also be enhanced along the drainage easement with a trail and interpretive signage educating children on the environmental sensitive areas along the drainage channel.



Conceptual Site Plan Disclaimer:
 This map is for reference use only. All features, amenities, and parking shown on the site plan is conceptual, and is subject to change.

Figure 6

Plumas Lake Specific Plan Conceptual Park & School Site Plan Yuba County

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
CREATE, TRANSFER AND SELL PORTIONS OF)
THE 100 ACRE PORTION OF APN 016-350-003)
TO OPUD, PESD, AND WHSD FOR FUTURE)
SCHOOLS AND PARK AND EXECUTE ALL)
NECESSARY DOCUMENTS)**

RESOLUTION NO. _____

WHEREAS, Yuba County adopted the Plumas Lake Specific Plan wherein the need to acquire land for the establishment of parks and schools to serve the new residential development was established; and

WHEREAS, Yuba County has the responsibility to acquire a community park site in the southern portion of the Plumas Lake Specific Plan for future development by the Olivehurst Public Utility District (OPUD); and

WHEREAS, Yuba County was approached by the Wheatland High School District (WHSD), Plumas Elementary School District (PESD), and OPUD with a proposal to purchase a 100 acre portion of APN 016-350-003 wherein an intermediate school, high school, and community park site could all be located together; and

WHEREAS, On December 9, 2011 the County completed the Purchase of the 100 acre portion of APN 016-350-003 with the intent of selling 25 acres to PESD and 50 acres to WHSD at the same price per acre the County purchased the property, plus administrative expenses shared on a pro rata basis, and transferring 25 acres to OPUD to fulfill the County's parkland acquisition commitment; and

WHEREAS, OPUD, PESD, and WHSD have come to a mutual agreement on the location and dimensions of their respective parcels for the future community park and school sites that will be created by splitting the 100 acres into three parcels; and

WHEREAS, Yuba County will need to process a parcel map in order to create the three parcels to be sold and transferred;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the creation, sale and transfer of three parcels, which is currently a single 100 acre portion of APN 016-350-003 owned by Yuba County, to PESD, WHSD, and OPUD and execute any necessary documents, subject to County Counsel review.

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

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



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



343-12

749-5440 • Fax 749-5416

CODE ENFORCEMENT
749-5455 • Fax 749-5424


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

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

PLANNING
749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Date: September 11, 2012

Subject: Release of RHCS D Pre-Annexation Agreement in Exchange
for Full Payment of RHCS D Bonds

Recommendation:

Adopt the attached Resolution, acting on behalf of the River Highlands Community Services District (RHCS D), to authorize the release of the Pre-Annexation Agreement on certain parcels in exchange for full payment of the 1991-B, Series A & B Bonds.

Background:

In January of 2011, the Board adopted Resolution 2011-006, which authorized the release of the Pre-Annexation Agreement in exchange for full payment of the RHCS D bonds on approximately 800 acres of the former Yuba Highlands Specific Plan site. The payment was received as part of a conservation easement placed on the parcels as part of a process coordinated by Trust for Public Lands and involved both Beale AFB and State Fish and Game.

Discussion:

Since adoption of the Resolution in January 2011, the County acting on behalf of RHCS D completed the Pre-Annexation removal/bond payoff exchange. The attached resolution authorizes County staff, acting on behalf of RHCS D, to complete this same exchange process for the remaining parcels that were involved in the former Yuba Highlands Specific Plan with the same parties that were involved in the previous exchange, which will result in full bond payoff and recordation of a conservation easement on the parcels.

Committee Action:

This is a continuation of an item previously before the full Board.

Fiscal Impact:

The County's costs associated with administering this process will be fully covered through direct reimbursement and/or bond administration proceeds.

Attachments:

- Resolution

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS) RESOLUTION NO. _____
ACTING ON BEHALF OF THE RIVER HIGHLANDS)
COMMUNITY SERVICES DISTRICT AUTHORIZING)
RELEASE OF THE RIVER HIGHLANDS COMMUNITY)
SERVICES DISTRICT PRE-ANNEXATION)
AGREEMENT IN EXCHANGE FOR FULL PAYMENT OF)
THE 1991-B, SERIES A & B BONDS.)**

WHEREAS, the River Highlands Community Services District was formed by the Yuba County Local Agency Formation Commission in order to provide sewer, water, park, and road services for the future developing areas within the River Highlands Community Plan; and

WHEREAS, the River Highlands Community Services District on April 13, 2001, recorded a Pre-Annexation Agreement on several parcels within the River Highlands Community Plan that were in need of sewer, water, park, and road services associated with a specific plan by the name of Yuba Highlands that was being processed by Yuba County at the time; and

WHEREAS, the Pre-Annexation Agreement, in part, established the basis for past and future use of the 1991-B Improvement District Phase 1C Series A & B Bonds proceeds, as well as an agreement from the property owners relative to future taxes and assessments from the River Highlands Community Services District upon annexation; and

WHEREAS, the voters of Yuba County on February 5, 2008 voted to reject the specific plan that would have allowed development of the parcels subject to the Pre-Annexation Agreement; and

WHEREAS, the River Highlands Community Services District on October 1, 2009, approved the "First Amendment to Cooperative Service Agreement Between the County of Yuba and River Highlands Community Services District" in order to facilitate further operation of the District's facilities and obligations; and

WHEREAS, one of the River Highland Community Services District's obligations that the District requested assistance from the County on in the Cooperative Service Agreement, was the administration of the District's bonds; and

WHEREAS, the owners of APNs 019-130-031, 019-140-030, 019-140-031, 019-140-033, 019-020-018, 019-020-020, 019-040-016, and 019-040-021 as depicted on the attached Exhibit "A" have requested that the River Highlands Community Services District allow full payment of all District bonds associated with these parcels in exchange for terminating the Pre-Annexation Agreement on these parcels as part of a conservation easement being placed on the parcels; and

WHEREAS, Policy CD 3.8 of the County's adopted General Plan states, "The County will encourage fee title acquisition, conservation easements, acquisition and leaseback, management agreements, transfer of development rights, and other mechanisms designed to address compatibility with ongoing operations at Beale AFB; and

WHEREAS, the parcels requesting release from the Pre-Annexation Agreement border the northern boundary of Beale AFB and are within one or more areas of concern identified in the Beale Joint Land Use Study dated May 2008; and

WHEREAS, pursuant to Resolution 2011-006, the County previously released APNs 019-130-035, 019-130-036, 019-140-030, 019-040-016, 019-040-022, 019-040-023, and 019-040-024 upon full payment of the District's bonds associated with those parcels.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby finds as follows:

1. In accordance with the Cooperative Services Agreement between the River Highlands Community Services District and Yuba County, the County would be acting in the best interest of the District to reduce financial liabilities by accepting full payment of all District bonds.
2. Contingent upon full bond payment per parcel, the County acting on behalf of the River Highlands Community Services District shall, in accordance with Section 15 of the Pre-Annexation Agreement, record a notice of expiration of the Agreement.
3. Pursuant to the Cooperative Services Agreement and this resolution, the Director of Community Development shall have authority to execute any necessary documents associated with termination of the Pre-Annexation Agreement and administration of the 1991-B Improvement District Phase 1C Series A & B Bonds payoffs.

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PASSED AND ADOPTED this _____ day of _____, 2012, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Hal Stocker, Chair
Yuba County Board of Supervisors

By: _____
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

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

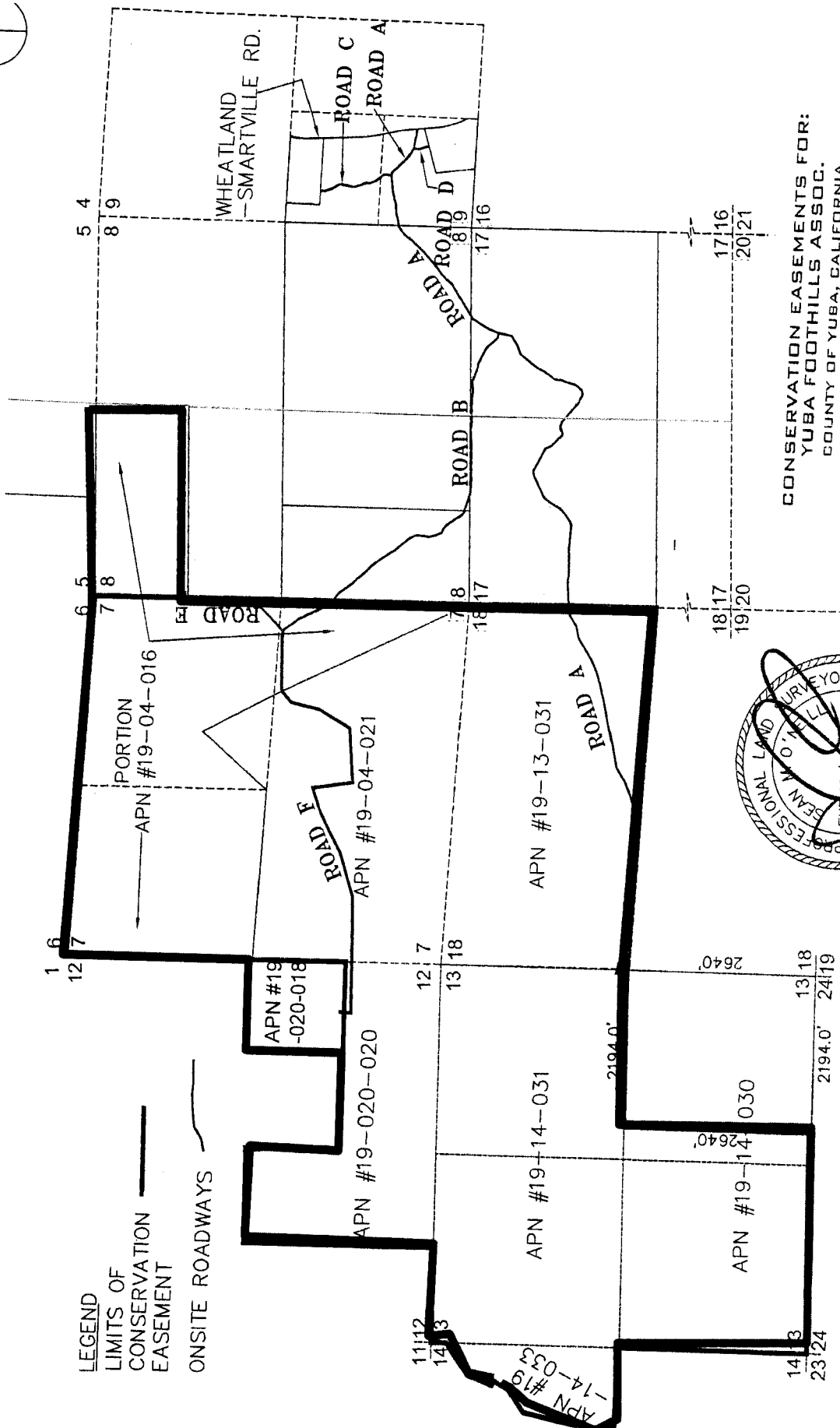
YUBA HIGHLANDS



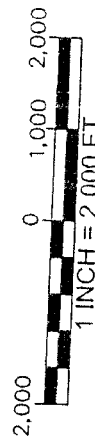
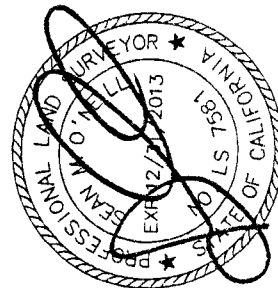
LEGEND

LIMITS OF
CONSERVATION
EASEMENT

ONSITE ROADWAYS



CONSERVATION EASEMENTS FOR:
YUBA FOOTHILLS ASSOC.
COUNTY OF YUBA, CALIFORNIA
JUNE, 2012
SHEET 1 OF 1



GENESIS ENGINEERING
1402 D STREET, MARYSVILLE, CA 95901

Exhibit A

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



344-12

749-5440 • Fax 749-5416

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 11, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: RECEIVE PRESENTATION ON DRAFT YUBA COUNTY BIKEWAY MASTER PLAN

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

RECOMMENDATION:

Receive presentation on the draft Yuba County Bikeway Master Plan (BMP).

BACKGROUND:

In 1995 the Yuba-Sutter Bikeway Master Plan was adopted by Yuba County. The plan incorporated bicycle routes within Yuba and Sutter Counties, ensuring connections between the urban areas of each county. Within Yuba County the plan focused on the urban portions of Linda and Olivehurst with little discussion on the rural parts of the County.

Many bicycle lanes have been installed from projects listed in the 1995 Plan. These include Chestnut Road, North Beale Road, Lindhurst Avenue, Simpson Lane, Powerline Road, Dunning Avenue, Linda Avenue, Alberta Avenue and Feather River Blvd. Upcoming projects incorporating bicycle lanes are Olivehurst Avenue and the remaining portion of Powerline Road.

Public Workshops were held in September 2011 and February 2012 to receive input on potential bicycle routes, impediments to bicycling, and other concerns from the general public. In addition to the workshops, an online survey was available to the general public to express their concerns about bicycling within Yuba County. Comments received at the workshops and from the online survey were incorporated into the Draft BMP.

Funding for bicycle projects come from many different sources, such as the State's Bicycle Transportation Account (BTA), State and Federal Safe Routes to Schools programs, and SACOG's Regional Bicycle & Pedestrian Funding Program. By updating the BMP, it will permit the County to apply for BTA funds, which provides funds only for bicycle projects. One criteria of the BTA is to have a current adopted Master Plan in order to submit applications for funding projects. With this update, the County will meet this criterion and open up a new funding source for future bicycle projects.

DISCUSSION:

The Bikeway Master Plan seeks to promote and encourage bicycling as a viable transportation option and increase the recreational experience for Yuba County residents and riders. To encourage bicycling

as a means of transportation, the draft BMP identifies bicycle routes that provide a highly connected network from residential areas to employment centers, commercial businesses, and schools within the urbanized areas. To encourage recreational use, the draft BMP proposes routes that will provide pleasant and scenic trails along County roadways, local rivers and connections to County parks for all users.

Many of the routes in the urbanized areas will be Class II bicycle lanes, which are dedicated lanes solely for the use of bicycles and are adjacent to vehicular travel lanes. Some of the proposed routes are Class I trails, which are pathways separated from roadways that will provide shared facilities for bicyclists and pedestrians. The main Class I route proposed in the urban area is along the old railroad alignment that runs from the Plumas Lake area heading northward to Linda.

The draft BMP also identifies a well connected network of bicycle routes in the rural portions of the County. The rural, less populated areas are ideal for recreational cycling due to relatively low traffic volumes on many County roads. Most of these bicycle routes are shown to be a Class III bicycle routes with multi-use shoulders. The shoulders would be widened and are meant to be shared by bicyclists and pedestrians. This is mostly due the substantial costs involved with widening the roadway section to provide separated facilities for bicyclists and pedestrians.

The draft BMP provides design guidelines for all of the classifications of bicycle lanes. The BMP also discusses bicycling support facilities (e.g. bicycle parking/lockers and employer provided shower facilities), and bicycling education, encouragement, and enforcement programs.

With the implementation of the full BMP, 271 miles of new bicycle routes would be installed to provide a total of 304 miles of bicycle routes within the County. Construction of the 271 miles of bicycle routes is estimated to cost \$137 million. It would obviously take many decades to construct all the proposed bicycle routes; therefore "short-term" projects were identified. The estimated cost for short-term projects is \$28.5 million.

The purpose of today's meeting is to present the draft BMP to your Board for comment, as well as solicit input from the public. After incorporating or addressing any comments received, the BMP will be presented to your Board for adoption.

The website to the Draft Bikeway Master Plan can be found at the following link:

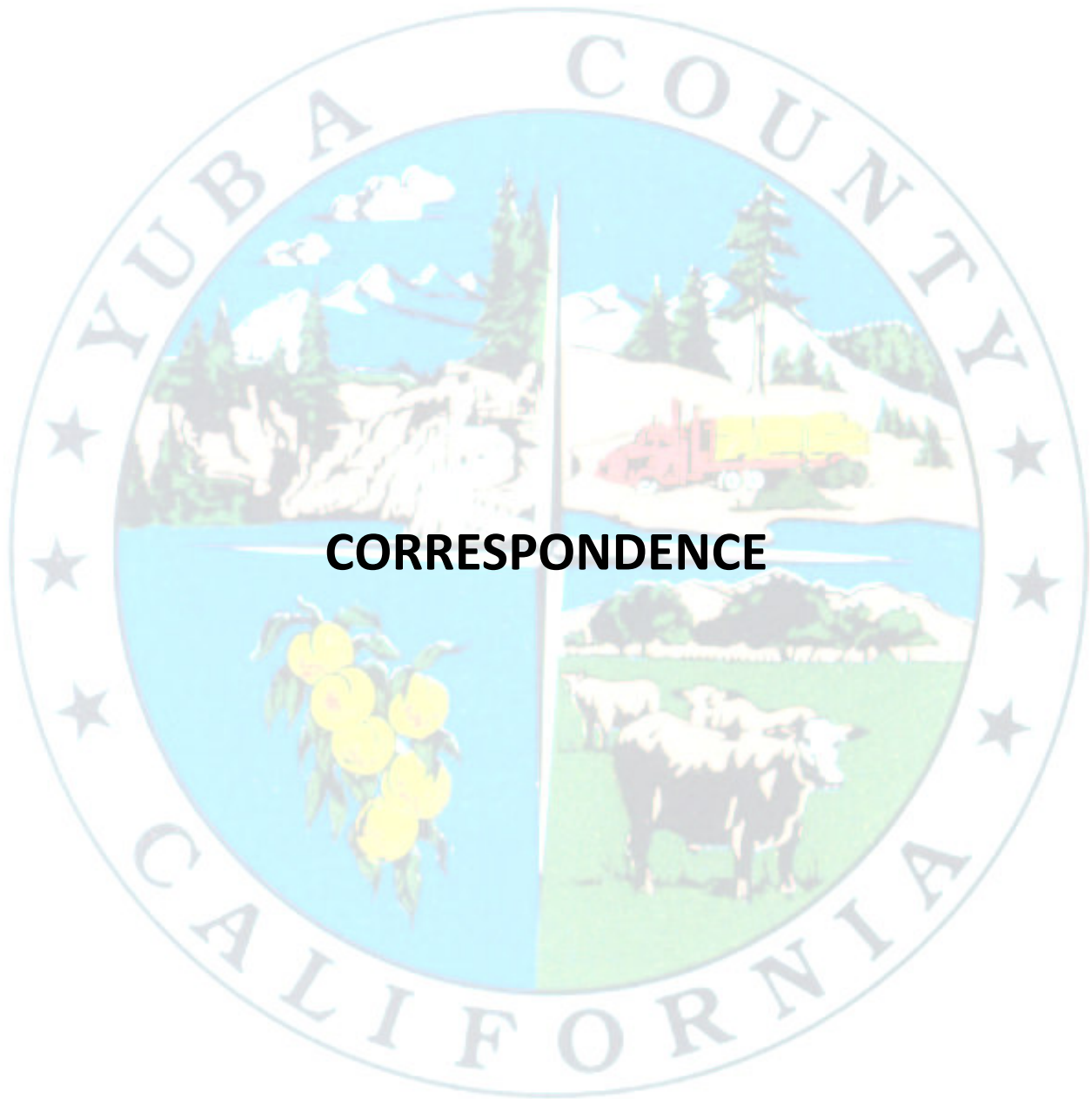
<http://www.co.yuba.ca.us/Departments/Community%20Development/Public%20Works/pubBike.aspx>

COMMITTEE ACTION:

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

FISCAL IMPACT:

The total cost of the Bikeway Master Plan update is \$108,000. Funding for this project came from SACOG's Bicycle & Pedestrian Funding Program (\$95,580) and from the Road Fund (\$12,420). There is no fiscal impact related to today's action.



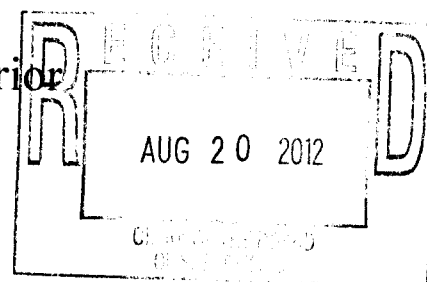




IN REPLY
REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Region
Bay-Delta Office
801 I Street, Suite 140
Sacramento, CA 95814-2536



BDO-400
ENV-7.00

AUG 17 2012

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

Subject: Invitation to Participate as a Cooperating Agency in Preparation of the Environmental Impact Statement for the Remanded Biological Opinions on the Coordinated Long-Term Operation of the Central Valley Project and State Water Project

The Bureau of Reclamation is initiating preparation of an Environmental Impact Statement (EIS) for the Remanded Biological Opinions (BOs) on the Coordinated Long-term Operation of the Central Valley Project (CVP) and State Water Project (SWP) (Remand EIS). The U.S. District Court for the Eastern District of California remanded portions of the U.S. Fish and Wildlife Service and National Marine Fisheries Service (NMFS) BOs to their respective agencies. The Remand EIS responds to the District Court's order that Reclamation analyze and disclose, in accordance with the National Environmental Policy Act (NEPA), the potential impacts of implementing the Reasonable and Prudent Alternatives developed pursuant to the remanded Service and NMFS BOs.

On March 28, 2012, Reclamation issued a Notice of Intent (NOI) to conduct public scoping meetings and prepare an EIS on the remanded BOs. Five scoping meetings were held in April/May in Marysville, Sacramento, Madera, Los Banos, and Diamond Bar, California. The public comment period originally ended on May 29, 2012, and was extended to June 28, 2012. Reclamation is moving forward with the process of developing the environmental analysis to be included in the Remand EIS.

As the Federal lead agency for this project, Reclamation has requested that the Service, NMFS, the Environmental Protection Agency (USEPA), the Army Corps of Engineers (USACE), and the Bureau of Indian Affairs be cooperating agencies under NEPA. Reclamation is also providing non-Federal agencies with the opportunity to participate in the NEPA process for the Remand EIS as a cooperating agency. Eligible governmental entities include State and local agencies and Federally-recognized tribes that are qualified to participate in an EIS by virtue of jurisdiction by law, or by virtue of special expertise in regard to any environmental impact associated with the action being considered.

If your agency is interested in being a cooperating agency in the Remand EIS NEPA process, it must meet the following criteria, which are based on NEPA regulations and the Council on Environmental Quality guidance:

- Must be a governmental entity (state, tribal or local), and
- Be qualified to participate in the development of the Remand EIS by virtue of:
 - Jurisdiction by law, such as: agency authority to approve, veto, or finance all or a part of the proposal, or
 - Special expertise with respect to any environmental impact associated with the action being considered.

The merits of each submittal will be evaluated by Reclamation on an individual basis. Entities that meet the specified criteria for cooperating agencies will be required to enter into a Memorandum of Understanding (MOU) with Reclamation to memorialize their participation as a cooperating agency. The purpose of the MOU will be to define the needs of Reclamation in regards to the cooperating agencies, the scope of participation by the cooperating agencies, and roles and responsibilities of the cooperating agencies and the Federal lead agency. Reclamation retains all decision making authority for preparation of the Remand EIS.

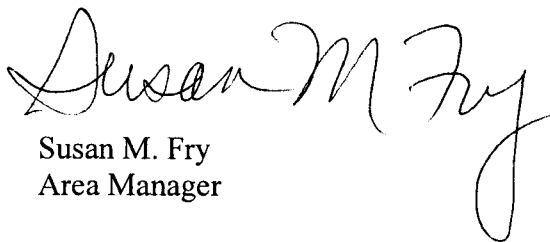
Non-Federal governmental entities that are invited to participate as a cooperating agency for the Remand EIS will be listed on Reclamation's website at www.usbr.gov/mp/BayDeltaOffice.

Please submit your written request for cooperating agency status on the Remand EIS to:

Janice Piñero
U.S. Bureau of Reclamation
Bay-Delta Office
801 I Street, Suite 140
Sacramento, CA 95814-2536

If you have any questions regarding this process, please contact Janice Pinero at (916) 414-2426 or via email at RemandEIS@usbr.gov.

Sincerely,



Susan M. Fry
Area Manager

2010-2011 ANNUAL REPORT



Sen. George Runner (Ret.)
Second District



Jerome E. Horton
Fourth District



John Chiang
State Controller

To see the expanded web version of the 2010-11 Annual Report, please visit www.boe.ca.gov. The web version contains detailed information including 48 comprehensive statistical tables about the BOE and its revenue generating efforts.



800-400-7115

המחשבה המודרנית

The Honorable Edmund G. Brown, Jr.
Governor of California

August 2012

Dear Governor Brown:

On behalf of the Members of the State Board of Equalization (BOE), I am pleased to submit to you our annual report for fiscal year 2010-11.

Programs administered by the BOE produced \$53.7 billion in revenue in 2010-11. The state's portion, \$41.7 billion, contributed 34 percent of all state revenue for the fiscal year.

The BOE supports California's state and local governmental finance system by providing essential revenue for the state's cities, counties, and special tax districts. BOE-administered programs yielded \$9.1 billion for local governments from local and district sales and use taxes in 2010-11.

Thanks to the excellent work of our 4,387 employees, a focus on process improvement, and our strong technology infrastructure, we have continued to provide efficient and effective tax administration, in spite of the challenges related to the sluggish economy. Our total costs for all operations in 2010-11 were \$445 million—only 81 cents for every \$100 of revenue collected. Of the total cost of operations, only \$252 million came from the General Fund.

We remain dedicated to serving the people of the great State of California.

Sincerely,



Cynthia Bridges
Executive Director

MISSION

The mission of the State Board of Equalization is to serve the public through fair, effective, and efficient tax administration.

GOALS

The State Board of Equalization will:

- Improve the taxpayer experience
- Maximize voluntary compliance
- Invest in a skilled, motivated, and diverse workforce
- Enhance operational effectiveness



Meeting Taxpayer Needs

The BOE is committed to helping all California businesses and individuals comply with the state's complex and changing tax laws. Our agency offers a full range of services tailored to the diverse needs of the state's businesses—from 24-hour electronic services to personal assistance with tax compliance questions. The BOE:

- Offers personal assistance with tax compliance questions at 800-400-7115.
- Provides forms, publications, regulations, tax news, meeting agendas, and special features on our website.
- Sponsors classes and all-day tax events with other federal, state, and local agencies.
- Presents online videos of our nonprofit educational seminars, efile instructions, and cigarette and tobacco retail sales.
- Conducts taxpayer educational consultations, providing assistance to first-year business owners.
- Provides information in 23 languages.
- Helps taxpayers get assistance on our multilingual webpage.
- Assists taxpayers who have not been able to resolve a problem by normal channels through our Taxpayers' Rights Advocate Office, 888-324-2798.

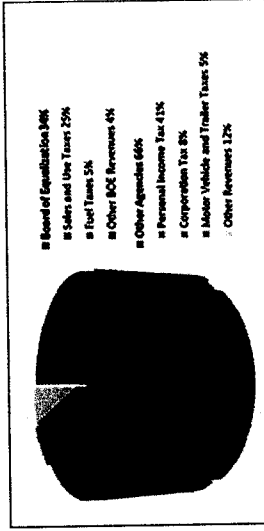
Highlights

Revenues

Programs administered by the BOE produced \$53.7 billion in revenue in 2010-11. The state's portion, \$41.7 billion, contributed 34 percent of all state revenue for the fiscal year.

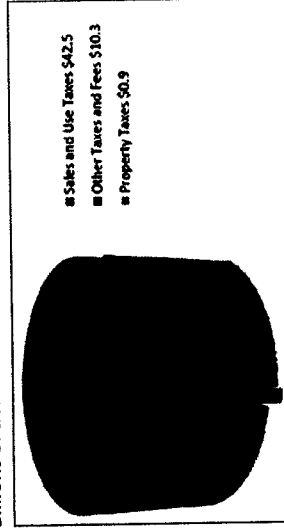
Total BOE revenues increase

Fiscal year 2010-11 revenues totaled \$53.7 billion, 6 percent higher than the \$50.7 billion collected in 2009-10. Sales and use tax receipts, which totaled \$42.2 billion in 2009-10, rose to \$42.5 billion, an increase of 0.8 percent.



2010-11 BOE Revenues

Billions of dollars



Program Revenues

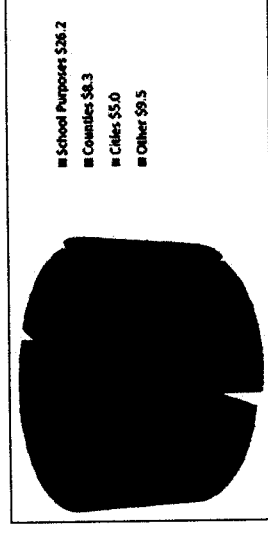
Property Taxes

California property tax levies for fiscal year 2010-11 totaled \$48.9 billion, a decrease of 0.6 percent from the previous year's total of \$49.2 billion. County-assessed property values fell \$76 billion during 2010-11 to reach \$4.297 trillion for the 2011-12 tax year.

In 2011, the BOE set the values of state-assessed properties, primarily privately owned public utilities and railroads, at \$85.5 billion for the 2011-12 roll. This was a \$6.5 million increase from 2010-11 values. State-assessed properties produced an estimated \$947.3 million in local property tax revenues for the state's 58 counties in 2010-11.

2010-11 General Property Tax Revenues

Billions of dollars



Private Railroad Car Tax

Private railcar owners pay the private railroad car tax on railcars operated in California. For 2011-12, the Board-adopted assessed value for private railroad cars totaled \$564 million. The total assessed value reflects the application of a 65.1 percent assessment ratio as required by the Federal Railroad Revitalization and Regulatory Reform Act. The estimated private railroad car tax revenue for the state's 2011-12 General Fund is \$6.2 million.

Timber Yield Tax

Timber owners pay the 2.9 percent timber yield tax based on the immediate harvest value of trees harvested for wood products. Revenues are returned to the counties where the timber was harvested. Calendar year 2010 revenues totaled \$5.2 million.

Timber harvest volume increased from the 0.8 billion board feet in 2009 to 1.2 billion board feet in 2010. The total value of the year's harvest increased to \$199.5 million. The number of registered timber owners decreased from 1,573 active program registrants at the end of June 2010 to 1,541 active program registrants as of June 30, 2011. Thirty

timber owners paid approximately 82 percent of the tax collected in 2010.

Sales and Use Taxes

California sales and use tax revenue totaled \$42.5 billion in 2010-11, an increase of 0.8 percent from the \$42.2 billion total in 2009-10. Sales and use tax revenue included:

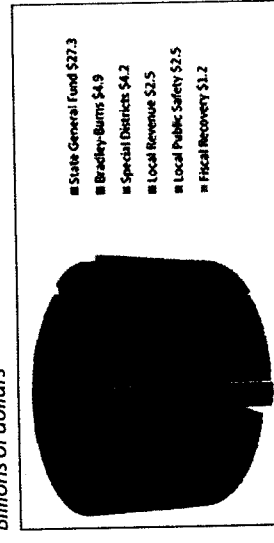
- \$33.4* billion from the state sales tax, with:
 - \$27.3 billion allocated to the state's General Fund.
 - \$2.5 billion allocated to the state's Local Revenue Fund; tax rate of 0.50 percent.
 - \$2.5 billion allocated to the Local Public Safety Fund; tax rate of 0.50 percent.
 - \$1.2 billion allocated to the state's Fiscal Recovery Fund; tax rate of 0.25 percent.

*Detail may not add to total due to rounding.

- \$4.9 billion from the 1.00 percent Bradley-Burns Uniform Local Sales and Use Tax, allocated among all of the state's 58 counties and 480 cities.
- \$4.2 billion in special district transactions (sales) and use tax; rates vary by district.

2010-11 Sales and Use Tax Revenues

Billions of dollars



The sales and use tax rate in a specific California location has three parts: the state tax rate, the local tax rate, and any district tax rate that may be in effect. The statewide combined sales and local tax rate is 8.25 percent (7.25 percent state tax rate and one percent current local tax rate). State sales and use taxes provide revenue to the state's General Fund,

to cities and counties through specific state fund allocations, and to other local jurisdictions.

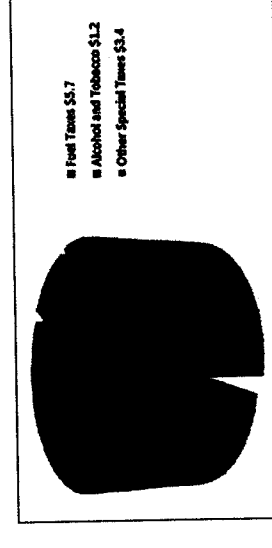
Special Taxes and Fees

In 2010-11, the BOE administered more than 20 special tax and fee programs that encompass a broad range of activities and transactions. Revenues from the insurance tax, alcoholic beverage tax, and a portion of cigarette tax receipts are allocated to the state's General Fund. Other special taxes and fees fund specific state services, from highway construction to recycling programs. The BOE administers most of the special tax and fee programs in cooperation with other state agencies.

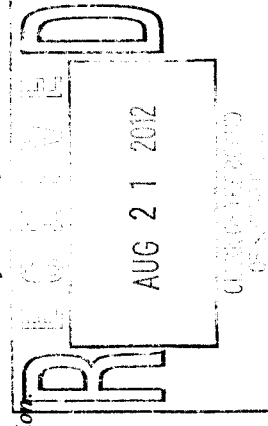
BOE-administered special tax and fee program revenues totaled \$10.3 billion in 2010-11, an increase of 35 percent from 2009-10 total revenues of \$7.67 billion. Fuel taxes totaled \$5.7 billion, while alcohol and tobacco taxes totaled approximately \$1.2 billion.

2010-11 Special Taxes and Fees Revenues

Billions of dollars

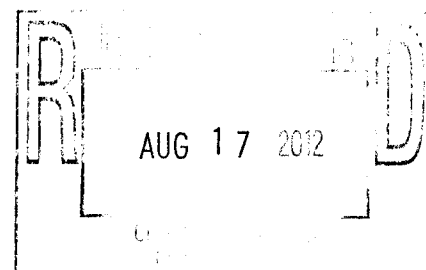


For more detailed information about any of our tax and fee programs, please see publication 41, *Taxes and Fees Administered by the California State Board of Equalization*.



August 17, 2012

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



Dear Members of the Board,

For the last year and a half I have had the opportunity to sit on the Child Care Planning Council. Unfortunately, must resign from my appointment as a Parent Consumer for Yuba County. I have moved to Sutter County and with that I must leave my council seat.

I want to thank you and the Council for the opportunity. I have learned so much and still hope to continue to be involved in my new community.

Sincerely,

Andrea Armstrong



2012 Local Agency Biennial Notice

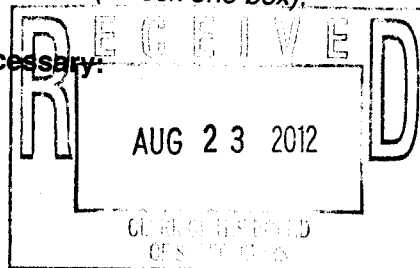
Name of Agency: Browns Valley Cemetery Dist.
 Mailing Address: P.O. Box 211, Browns Valley, CA 95918
 Contact Person: Ruth Mikkelsen Office Phone No: [REDACTED]
 E-mail: [REDACTED] Fax No: N/A

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) Revised Conflict of Interest Code



☐ 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.

Ruth Mikkelsen
 Signature of Chief Executive Officer

8-22-2012
 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:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

CONFLICT OF INTEREST CODE FOR THE BROWNS VALLEY CEMETERY DISTRICT COUNTY OF YUBA

(A) The Political Reform Act of 1974, Government Code §8100, et. Seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the *BROWNS VALLEY CEMETERY DISTRICT*.

(B) Pursuant to Government Code § 81008 and 2 California Code of Regulations § 18730(b)(4), all designated employees shall file Statements of Economic Interests (FFPC form 700) with the *BROWNS VALLEY CEMETERY DISTRICT*. Statements for all designated employees shall be retained by the agency, which shall make the statements available for public inspection and reproduction.

(C) Designated employees are set forth in Appendix A, attached hereto and incorporated herein by reference. Disclosure categories are set forth in Appendix B, attached hereto and incorporated herein by this reference.

APPENDIX A: DESIGNATED POSITIONS

<u>List of Designated Positions</u>	<u>Assigned Disclosure Categories</u>
Trustees - 3	1
Consultants - 0	0
Secretary/Manager -1	0
Groundskeeper - 1	0

1. For purposes of the Code, a "consultant" is any natural person who provides, under contract, information, advice, recommendation or counsel to the *BROWNS VALLEY CEMETERY DISTRICT*, provided however, that "consultant" shall not include a person who:
 - (a) Conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
 - (b) Possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel.

Consultants to the *BROWNS VALLEY CEMETERY DISTRICT* shall be subjected to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. The Board of Trustees designation must be filed in advance of the disclosure by the consultant, with the BROWNS VALLEY CEMETERY DISTRICT'S Conflict of Interest Code and also filed with the code reviewing body and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure (FFPC Form 730).

EXHIBIT B: DISCLOSURE CATEGORIES

Disclosure Category 1:

A member, officer, consultant or employee holding a position assigned in Disclosure Category 1 shall report:

- **All investments and business positions in business entities and sources of income in the jurisdiction;**

When a member, officer or employee who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income that do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years. In addition to the other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

- **All interest in real property in the jurisdiction, which was acquired by, leased or otherwise used by the BROWNS VALLEY CEMETERY DISTRICT.**

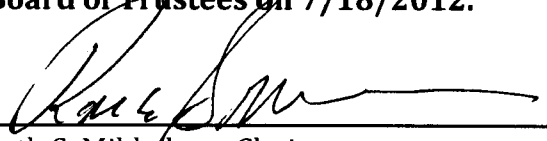
When a member, officer or employee who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole or in part within, or not more than two (2) miles outside the boundaries of the jurisdiction, or within two (2) miles of any land owned or used by the *BROWNS VALLEY CEMETERY DISTRICT*.

- **His or her status as director, officer, partner, trustee, employee or holder of a management position in any business entity in the jurisdiction.**

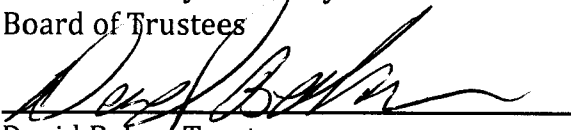
When a member, officer or employee who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years.

Adopted by the Brown Valley Cemetery Board of Trustees on 7/18/2012.

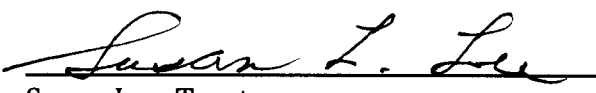
Dated: 7-18-2012


Ruth S. Mikkelsen, Chairperson
Browns Valley Cemetery District
Board of Trustees

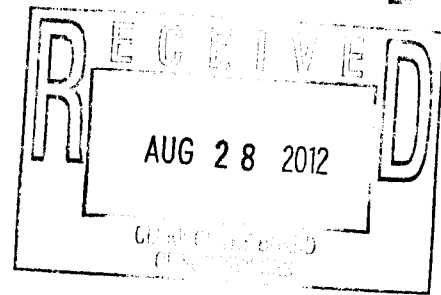
Dated: 7/18/2012


David Baker, Trustee
Browns Valley Cemetery District
Board of Trustees

Dated: 7/18/2012


Susan Lee, Trustee
Browns Valley Cemetery District
Board of Trustees

RECEIVED BY EACH
BOARD MEMBER



To Yuba County Board of Supervisors

August 28, 2012

Due to scheduling conflicts, I must resign my position on the Substance Abuse Advisory Board. Please accept my resignation. Thank you for your cooperation.

Robert Swift R.N.



Land Use and Public Works Committee



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

September 11, 2012 www.co.yuba.ca.us



346-12

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

TO: YUBA COUNTY LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS *Michael Lee*

SUBJ: APPROVE COOPERATIVE AGREEMENT WITH CALTRANS FOR USE OF COUNTY ROADS AS A DETOUR ROUTE DURING CONSTRUCTION OF THE STATE'S SR 20 AND SR 70 ROAD REHABILITATION PROJECT IN THE CITY OF MARYSVILLE

RECOMMENDATION:

Approve the attached Cooperative Agreement with Caltrans for use of County roads as a detour route during construction of the State's SR 20 and SR 70 road rehabilitation project in the City of Marysville.

BACKGROUND:

Caltrans is in the beginning stages of constructing a road rehabilitation project on SR 20 and SR 70 through the City of Marysville. In order to construct said improvements, Caltrans will require limited closures on portions of SR 20 and SR 70, necessitating detouring traffic onto County roads. The detour route includes Lindhurst Avenue, North Beale Road, Feather River Boulevard, Hammonton-Smartsville Road, and Simpson Lane. Detours are only anticipated in the latter stages of construction, estimated between spring and fall 2014.

The increase in traffic from the detours could lead to additional wear and tear on the roads, resulting in an increase in needed maintenance. To mitigate for this potential increase in maintenance, Caltrans offered to overlay the portions of the roads used for the detour. Instead, staff negotiated an in-lieu cash payment for the value of what the overlays would have cost. The reasoning for this is as follows:

- Some of these roads have been overlayed in the last 5 to 7 years, and they may not require an immediate overlay after the detour.
- The County will have flexibility on if and when improvements are made to the roads post-detour. This is particularly important on North Beale Road on which the County has a complete street improvement project proposed. It would not look good to the public if Caltrans overlayed North Beale Road immediately after the detour, only to have the County construct its complete street project a year or two later, in which case some of the overlay work would inevitably be wasted.

DISCUSSION:

The Cooperative Agreement is the vehicle used to define the terms of the detour and each parties responsibilities associated therewith.

Highlights of the Cooperative Agreement are as follows:

- Caltrans is responsible for setting up and taking down the detour.
- County is responsible for maintenance of roads during and after the detour.
- Caltrans agrees to pay County \$1.4 million to use as we see fit for any potential damage to the roads resulting from the detour.

FISCAL IMPACT:

The County Road Fund will receive \$1.4 million in revenue for potential needed road repairs.

COOPERATIVE AGREEMENT

This Agreement, entered into effective on _____, is between the State of California, acting through its Department of Transportation, referred to as "CALTRANS", and the

COUNTY OF YUBA, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct, maintain and direct State Highway traffic on to detours as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.
2. CALTRANS's project to perform State Highway System (SHS) improvements consisting of roadway rehabilitation on State Route 20 from F Street to Buchanan Street and State Route 70 from 6th Street to 0.2 mile south Binney Junction underpass, referred to herein as Marysville Roadway Rehabilitation Project. In order to construct said improvements, CALTRANS will be closing portions of State Highway Routes 20 & 70, in Marysville, which will require to detour State highway traffic onto county roads south east of Marysville namely Lindhurst Avenue, North Beale Road, Feather River Blvd., Hammonton-Smartville Road, and Simpson Lane, referred to hereinafter as "DETOURS".
3. In anticipation of increased traffic caused by the detouring of SHS traffic onto DETOURS, CALTRANS will install signage and striping on DETOURS. COUNTY will perform roadwork on DETOURS, referred to hereinafter as "PROJECT".
4. COUNTY will perform all project approval & environmental documents (PA&ED), plans, specifications, and estimates (PS&E), and construction and maintenance activities for PROJECT, all hereafter referred to as "WORK", for PROJECT completion. CALTRANS will pay COUNTY an amount of \$1,400,000 to reimburse COUNTY for WORK.
5. The payment of those funds is CALTRANS' cash contribution in lieu of satisfaction of all its obligations under SHC 93 including but not limited to construction and maintenance of COUNTY roadway as detour and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/stripping and re-application of striping to restore original flow of traffic.
6. CALTRANS and COUNTY will now define in this agreement the terms and conditions of construction and maintenance of DETOUR.

SECTION I

COUNTY AGREES

1. To perform all WORK for PROJECT completion.
2. To submit an invoice to CALTRANS in the amount of \$300,000, within thirty (30) days after execution of this Agreement.
3. To submit an invoice to CALTRANS representing the remaining amount of the agreed upon estimate of PROJECT costs, in the amount of \$1,100,000 within thirty (30) days of CALTRANS' discontinuing the use of DETOURS.
4. To construct PROJECT in accordance with COUNTY's PS&E.
5. COUNTY shall be responsible for maintenance and for any necessary repairs on DETOUR. COUNTY shall resume normal operation and maintenance of DETOURS, at COUNTY's expense, after State highway traffic ceases to use DETOURS.
6. To retain or cause to be retained for audit by CALTRANS or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.
7. To designate the following COUNTY representative through whom all communication between COUNTY and CALTRANS, relative to this Agreement, shall be channeled.

Michael Lee, Yuba County Public Works Director
915 8th Street, Ste 125
Marysville, CA 95901
(530) 749-5420

SECTION II

CALTRANS AGREES:

1. To make an initial payment of \$300,000 to COUNTY, using State Highway Operation and Protection Program (SHOPP) funds, within thirty (30) days of receipt of COUNTY's invoice, which invoice will be sent within thirty (30) days after execution of this Agreement.
2. To pay a subsequent invoice from COUNTY, in the amount of \$1,100,000, within thirty (30) days after receipt. The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$1,400,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.

3. To properly vacate DETOURS when traffic is directed back on the SHS.
4. To provide the following State representative through whom all communication between CALTRANS and COUNTY, relative to this Agreement, shall be channeled.

Martin Villanueva, Caltrans, Project Manager
703 B Street
Marysville, CA 95901
(530) 740-4805

SECTION III

IT IS MUTUALLY AGREED:

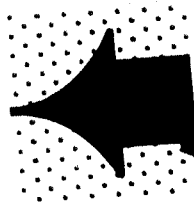
1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources of funds by the California Transportation Commission (CTC).
2. CALTRANS payment of \$1,400,000 to COUNTY, represents CALTRANS' cash contribution, in lieu of performance of all its obligations under SHC 93 including but not limited to COUNTY's effort towards project development, construction and maintenance of DETOURS and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in said the maintenance of DETOURS and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/stripping and re-application of stripping to restore original flow of traffic.
3. Should any portion of PROJECT be financed with Federal funds or CALTRANS gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY to the extent permitted by law shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS to the extent permitted by law shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
7. During WORK, COUNTY will furnish a representative to perform the functions of a Resident Engineer, and CALTRANS may, at no cost to COUNTY, furnish a representative, if it so desires and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of COUNTY's representative shall prevail.
8. The Agreement shall terminate upon completion of PROJECT and DETOUR ceases to be operated as detour, or on December 31, 2015, whichever is earlier in time. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

03-YUB-20/70
PM0.8/R2.0 PM14.4/15.0
Marysville Detour
EA: 03-0A580
District Agreement 03-0485

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF YUBA



THOMAS L. BRANNON
Deputy District Director
D3 Programming & Project Management

Chair, Board of Supervisors

Approved as to form and procedure:

Attorney, Department of Transportation

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

Certified as to funds:

District Project Control Officer

Approved as to form and procedure:

ANGIL MORRIS-JONES
County Counsel

Certified as to financial terms and policies:

for
Accounting Administrator

Certified as to financial terms and policies:

Fiscal Officer

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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



**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 11, 2012

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program (ILP)

RECOMMENDATION: Approval by the Board of Supervisors of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the Independent Live Program (ILP) in the amount of \$78,713.00 for the term of July 1, 2012 through June 30, 2013 is recommended.

BACKGROUND: ILP provides services to youths in foster care between the ages of 16 years to 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services provide focus on increasing and supporting the self-image and self-esteem of participating youths and provides them with the opportunity to connect with activities they may not have had exposure to such as community services, the arts, and other positive avenues. Since July 2000, Yuba County has contracted with Yuba College to provide these services for ILP. This is a renewal of that Agreement.

DISCUSSION: The ILP program is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP program.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP program will not impact County General Funds. The \$78,713.00 in costs for these services will be funded through the ILP Service allocation.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) 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 ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2012

Termination Date: June 30, 2013

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

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

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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 and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. CONTRACTOR must maintain compliance with confidentiality regulations in accordance with Welfare and Institutions Code, Section 10850 and 5328 and as set forth in Attachment "F".

8. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Douglas B. Houston, Chancellor of Yuba College, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions and Statements
- Attachment G - Independent Living Program Budget
- Attachment H - Cost Justification - Weekly ILP Class Fee
- Attachment I - Invoice Format
- Attachment J - Monthly Statistical Report

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2012.

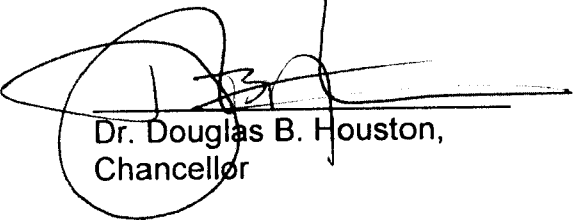
"COUNTY"

COUNTY OF YUBA

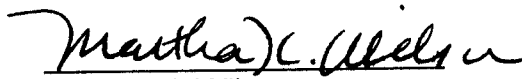
_____, Chair
Yuba County Board of Supervisors

"CONTRACTOR"


YUBA COLLEGE


Dr. Douglas B. Houston,
Chancellor


INSURANCE PROVISIONS
APPROVED


Martha K. 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

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for ten (10) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHS staff, Workforce Investment Act (WIA) staff and other

adults who participate in the weekly trainings or activities.

- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

A.1.2. YCHHSD shall:

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment I – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a

quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.4 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 may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

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

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

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 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Welfare Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, and 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 CASH MANAGEMENT. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

- a) COUNTY may observe and monitor all conditions and activities of this Agreement.
- b) The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.
- c) CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.
- d) CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

- e) CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.
- f) CONTRACTOR shall maintain daily time study reports as required by COUNTY.
- g) Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.
- h) CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 STANDARD OF CONDUCT. Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.13 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.14 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.15 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.epls.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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":

Yuba County Health and Human Services
Attn: Suzanne Nobles, Director
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
Attn: Dr. Douglas B. Houston, Chancellor
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.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

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 **\$0.00** Per occurrence.
and Omissions
Liability (if required):

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 affect 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 the Independent Living Program 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.

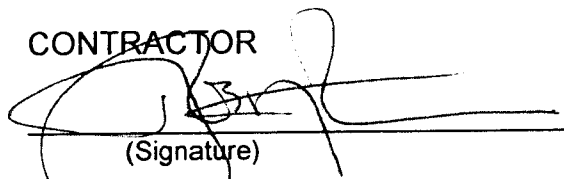
F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including 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: 8/9/12

CONTRACTOR

A handwritten signature in black ink, appearing to read 'Douglas B. Houston', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke at the end.

(Signature)

Douglas B. Houston, Chancellor

(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVE PROGRAM BUDGET

Fee Services				
		No. of Trainings	Cost per Training	Total
Weekly Trainings		49	\$722.31	\$35,393
Computer Camp				
		No. of Youth	Cost per Youth	Total
	2012/13 Computer Camp	10	\$1,500	\$15,000
Total				\$15,000
Direct Service Budget				
Graduations/Celebrations				
	Gifts	\$9,050		
	Meals	\$2,000		
	Presenter	\$600		
	Subtotal			\$11,650
Day Retreats				
	Supplies	\$1,300		
	Consult/Presenter	\$600		
	Conference	\$1,000		
	Subtotal			\$2,900
Interpreter Services				
		No. of Hours	Rate per Hour	
	Sign Language Interpreting	306	\$40.00	\$12,240
		No. of Days	Cost per Day	
	Travel Cost	102	\$15.00	\$1,530
	Subtotal			\$13,770
Grand Total				\$78,713

ATTACHMENT H

Cost Justification - Weekly ILP Class Fee

Cost Justification -Annual Cost Of Weekly ILP Training Classes				
Personnel Expense: (Staff Performing actual service)				
Salary				
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 105,560	3.0%	\$ 3,167
Program Specialist	Diana Adams	\$ 22,056	34.0%	\$ 7,499
Program Trainers	College Staff	N/A	N/A	\$ 1,200
Program Presenters	Non-College Staff	N/A	N/A	\$ 1,400
Fiscal Technician	Becki Jeffries	\$ 49,655	4.0%	\$ 1,986
Total Cost of Service Salary				\$ 15,252
Benefits (Employer Paid Benefits of staff performing actual service)				
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 32,723	3.0%	\$ 982
Program Specialist	Diana Adams	\$ 4,853	34.0%	\$ 1,650
Program Trainers	College Staff	N/A	N/A	\$ 264
Fiscal Technician	Becki Jeffries	\$ 28,800	4.0%	\$ 1,152
Total Cost of Service Benefits				\$ 4,048
OPERATING COSTS				
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)				
Description				Annual Service Cost Amount
Meals	(Avg. Annual Cost)			\$ 7,200
Printing, Postage	(Avg. Annual Cost)			\$ 345
Mileage	(Avg. Annual Cost)			\$ 150
Rentals	(Avg. Annual Cost)			\$ 200
Activitiy Supplies (Experientials)	(Avg. Annual Cost)			\$ 2,500
Instructional Suplies	(Avg. Annual Cost)			\$ 600
Activities	(Avg. Annual Cost)			\$ 2,500
Total Cost of Service Operating Costs				\$ 13,495
OVERHEAD ADMIN COSTS				
(Costs not directly associated with the performance of service)				
Agency Overhead	4% of \$64,943*			\$ 2,598
*for efficiency purposes, includes overhead for entire program services other than Interpreter Services				
Total Annual Cost				\$ 35,393

ATTACHMENT I Invoice Format

Contractor Name: _____ Contact Name: _____

Address: _____ Phone: _____

Period of Service: _____

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$
<u>Direct Service Costs</u>			
<u>Graduations/Celebrations</u>			
Gifts			\$
Meals			\$
Total Graduation/Celebration Expenses			\$
<u>Weekend Retreats</u>			
Supplies			\$
Consultant/Presenter			\$
Conference			\$
Total Weekend Retreats			\$
<u>Interpreter Services</u>			
	<u>Hourly Rate</u>	<u># of Hours</u>	
Sign Language Interpreting			\$
	<u>Travel Cost</u>	<u># of Days</u>	
Travel Cost			\$
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 attached.

Authorized Signature

Date

Mail original and back-up documentation to:

Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901

ATTACHMENT J

Yuba College
Monthly Statistical Report
For
ILP Services

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
- a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
- b) The unduplicated number of 16 and 17-year-old youths that attended: _____
- 3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
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_____	_____
_____	_____
_____	_____
_____	_____

<u>Computer Camp</u>	<u>Number Attended</u>
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_____	_____
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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



348-12

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6368

TO: Human Services Committee
Yuba County

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

DATE: September 11, 2012

SUBJECT: Local Interagency Agreement with Yuba County Special Education
Local Plan Area for FY 2012-2015

RECOMMENDATION: Approval by the Board of Supervisors of the Local Interagency Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and the Yuba County Special Education Local Plan Area (SELPA) for referrals and services to eligible California Children Services (CCS) special education students for the term of July 1, 2012 through June 30, 2015 is recommended.

BACKGROUND: HHSD administers the CCS program of which a component is the Medical Therapy Unit (MTU). HHSD has contracted with Yuba County SELPA since 1986 for the provision of referrals and services to eligible CCS special education students under the Medical Therapy Program (MTP) and for operation of the MTU. This is a revision of that original agreement.

DISCUSSION: Children who have handicapping conditions, generally due to neurological or musculoskeletal disorders, who are eligible for the CCS program may receive physical and/or occupational therapy through the MTU. The MTU is located in a public school where space and necessary therapy equipment are provided by the school.

FISCAL IMPACT: Approval of this Local Interagency Agreement will not impact County Funds. The services provided under this Agreement are funded by federal/state dollars through the CCS program.

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**LOCAL INTERAGENCY AGREEMENT
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
CALIFORNIA CHILDREN SERVICES PROGRAM
AND
YUBA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The County of Yuba, a political subdivision of the State of California (hereafter "COUNTY"), on behalf of its Health and Human Services Department, Public Health Division, and the Yuba County Special Education Local Plan Area (hereafter "SELPA") enter into this agreement for referrals and services to eligible California Children Services (CCS) special education students under the Medical Therapy Program (MTP) and for operation of the Medical Therapy Unit (MTU)

The Public Health Division of the Yuba Health & Human Services Department administers the CCS program of which a component is the MTU. The Yuba County SELPA includes five school districts or Local Education Agencies (LEAs) and the Yuba County Office of Education (YCOE).

OPERATIVE PROVISIONS

1. DESIGNATED REPRESENTATIVES

The Assistant Superintendent of Education Services for YCOE is the authorized representative for SELPA. Suzanne Nobles is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Changes in designated representatives shall occur only by advance written notice to the other party.

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) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement 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 SELPA time in which to complete a novation or renewal contract for SELPA and COUNTY approval.

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

3. SERVICES

SELPA and COUNTY shall provide those services described in Attachment "A."

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

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

5. CONFIDENTIALITY PROVISIONS

SELPA will ensure appropriate privacy and security safeguards with respect to all medical records that SELPA may create or receive in regard to services to be provided by SELPA to the COUNTY and in regard to all Protected Health Information (PHI) and Personally Identifiable Information (PII) that SELPA may receive, use, or disclose in connection with the services to be provided by COUNTY to SELPA and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Federal Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

COUNTY will ensure appropriate privacy and security safeguards with respect to medical information that COUNTY may receive, use, or disclose in connection with the services to be provided to the COUNTY by SELPA and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Federal Educational Rights and Privacy Act (FERPA). COUNTY will ensure appropriate privacy and security safeguards with respect to all PHI that the County may create, receive, use, or disclose in connection with the services provided to SELPA by the COUNTY and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

6. ANNUAL REVIEW

SELPA and COUNTY will annually review this agreement. Amendments or modifications to this agreement can be made by either party at any time upon thirty (30) days written notice to the other party. Mutual agreement to amendments or modifications will be documented in the Yuba County Special Education Local Plan.

7. DISPUTE RESOLUTION

SELPA and COUNTY will participate in local dispute resolution meetings to resolve differences in the provision of medically-necessary CCS-eligible therapy services following the rules and regulations set forth in Article 9, Sections 60600 and 60610 of the Education Code. Every effort will be made to prevent and resolve disputes before application of formal interagency dispute resolutions.

The CCS-eligible special education student's current levels of service will continue pending the completion of conflict resolution procedures.

8. ATTACHMENTS

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

- Attachment A - Services
- Attachment B - Fiscal Provisions
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - HIPAA Business Associate Agreement
- Attachment G - Confidentiality Provisions and Statements

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9. TERMINATION

SELPA and COUNTY shall each have the right to terminate this Agreement upon forty-five (45) days written notice to the other party.

In addition, both parties may terminate this Agreement in whole or in part, if they determine that the other party has substantially violated a specific provision of this Agreement and corrective action has not been taken. The notice shall be withdrawn if appropriate corrective action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2012.

"SELPA"

Yuba County SELPA Administrator

Date

Yuba County Office of Education
Assistant Superintendent, Educational Services


Date

"COUNTY"

COUNTY OF YUBA

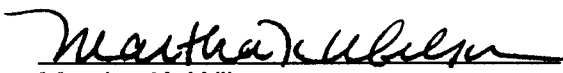
RECOMMENDED FOR APPROVAL:

Chair, Board of Supervisors



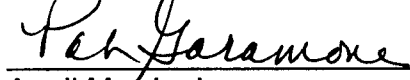
Suzanne Nobles, Director
Yuba County Health and Human
Services Department

INSURANCE PROVISIONS APPROVED



Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones
Yuba County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by SELPA and COUNTY include the following:

A.1.1. SELPA shall:

a) Referrals and Exchange of Information

1. Provide referrals to COUNTY for special education students from birth to 21 years of age who have or are suspected of having neuromuscular, musculoskeletal, or other physical impairment requiring medically-necessary physical therapy or occupational therapy. The referral must be accompanied by:
 - i. The special education student's medical diagnosis;
 - ii. Current medical records;
 - iii. Parents/legal guardians' written authorization for release and exchange of special education student's FERPA protected information between agencies; and
 - iv. Application for the CCS program if the special education student is unknown to CCS.
2. Accept referrals from COUNTY of CCS-eligible special education students suspected of needing special education services and/or assessment.

b) Individualized Education Program

1. Schedule an Individualized Education Program (IEP) team meeting to be held within 60 days from the date parental/legal guardian consent is received by CCS.
2. Make a determination at the IEP team meeting whether the medically-necessary therapy services documented in the Proposed/Approved Therapy Plan are necessary for the CCS-eligible special education student to benefit from special education and/or therapy and therefore be included in the IEP.
3. Include the goals/benchmark objectives and the frequency and duration of services which would be considered a related service on the IEP if the proposed therapy services are determined necessary.
4. Provide a ten (10) day notice to COUNTY of all IEP team meetings for CCS-eligible special education students for the MTP unless an earlier date

is agreed to by all parties. The notice shall indicate if the MTU therapist is requested to attend.

5. Provide copies of any notices from the parent/legal guardian or SELPA of the intent to include an attorney in an IEP meeting at least ten (10) days prior to the meeting date.
6. Schedule an addendum and/or expanded IEP meeting within 30 days of the date SELPA receives a written request for proposed changes from the CCS therapist regarding a CCS-eligible special education student.
7. Include the COUNTY CCS representative in all IEP meetings that involve CCS-eligible special education students.

c) Transportation

Transportation will be addressed by the IEP Team. Transportation may be provided by regular or special means or parents/legal guardians as described in the IEP.

d) Space

1. Ensure the designated space and equipment provided by YCOE for the MTU meets state requirements. The primary MTU for Yuba County will be located at Virginia School in Wheatland.
2. Utilize the designated MTU space for other purposes when not in use or scheduled for CCS therapy services.

A.1.2. COUNTY shall:

a) Referrals and Exchange of Information

1. Accept program referrals from SELPA for special education students from birth to 21 years of age who have or are suspected of having a MTP-eligible condition and who may require medically-necessary physical therapy or occupational therapy.
2. Provide referrals to SELPA of CCS-eligible special education students suspected of needing special education services.
3. Evaluate the special education student's eligibility for the MTP according to CCS policies and guidelines and the requirements of the interagency regulations.
4. Propose a therapy assessment for MTP-eligible special education students with a MTP-eligible condition to the parents/legal guardian and

obtain written consent for the assessment of the need for medically-necessary occupational therapy or physical therapy.

5. Forward a copy of the parent/legal guardian's written consent for an assessment to SELPA to establish the date of the IEP team meeting.
6. Provide SELPA and the parent/legal guardian a copy of the completed assessment report for therapy or a proposed therapy plan prior to the scheduled IEP meeting if COUNTY determines a CCS-eligible special education student needs medically-necessary occupational therapy or physical therapy.
7. Provide SELPA and the parent/legal guardian with a copy of the completed assessment report for therapy and a statement which delineates the basis for determining a special education student does not qualify for MTP services.

b) Individualized Education Plan

1. Attend IEP meetings as appropriate to assist in determining need of CCS services in development of the IEP.
2. Bring written information regarding the need of service, including an evaluation summary plan/prescription, goals/benchmark and objectives to the IEP.
3. Provide ten (10) days notice to SELPA and the parent/legal guardian of an impending change in the CCS MTP which may necessitate a change in the IEP.
4. Provide SELPA copies of any notices from the parent/legal guardian or COUNTY of the intent to include an attorney in an IEP meeting at least ten (10) days prior to the meeting date.
5. Notify the IEP team and parent/legal guardian in writing within five (5) days of a decision to increase, decrease, change the type of intervention or discontinue services for a CCS-eligible special education student receiving medical therapy services.

c) Transportation

Neither the County nor the CCS program is responsible for transporting CCS-eligible special education students for the MTP to the MTU.

ATTACHMENT B
FISCAL PROVISIONS

B.1 FISCAL PROVISIONS. Services rendered pursuant to this Agreement shall be made as follows:

- SELPA, through YCOE, shall provide the designated space and equipment for the MTU.
- SELPA, through YCOE, shall provide the MTU staff with an annual allocation of funds for necessary supplies.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

C.4 DRUG FREE WORKPLACE. SELPA 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. SELPA agrees that SELPA will execute appropriate certifications relating to Drug Free Workplace.

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

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. SELPA agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. SELPA 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. SELPA shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 RECORDS. SELPA 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 SELPA which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

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 SELPA shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both SELPA 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 SELPA 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 SELPA 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, SELPA 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 SELPA 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 SELPA 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 SELPA, such persons shall be entirely and exclusively under the direction, supervision and control of SELPA. 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 SELPA.

D.1.7 As an independent contractor, SELPA 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. SELPA represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for SELPA to practice its profession. SELPA represents and warrants to COUNTY that SELPA 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 SELPA to practice its profession at the time the services are performed. Failure of SELPA 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. SELPA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of SELPA'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. SELPA 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 SELPA in the performance of services rendered under this Agreement by SELPA, or any of SELPA's officers, agents, employees, SELPAs, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. SELPA 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. SELPA 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 SELPA to perform services pursuant to this Agreement, SELPA 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. SELPA 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 SELPA is engaged. All products of whatsoever nature which SELPA 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 SELPA'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 TERMINATION. Upon termination of this Agreement as otherwise provided herein, SELPA shall immediately cease rendering service upon the termination date and the following shall apply:

D.10.1 SELPA 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.10.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by SELPA pursuant to this Agreement.

D.11 NON-DISCRIMINATION. Throughout the duration of this Agreement, SELPA shall not unlawfully discriminate against any employee of SELPA 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. SELPA 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. SELPA 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. SELPA 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. SELPA shall give written notice of its obligations under this clause to any labor agreement. SELPA shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, SELPA 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.13 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 SELPA agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold SELPA harmless from any claim arising out of reuse of the information for other than this Agreement.

D.14 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.15 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.16 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.17 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.18 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.18.1 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.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.28 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.29 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 SELPA herein, or have any other direct or indirect financial interest in this Agreement.

SELPA 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 SELPA's financial interest. The County Administrator shall determine in writing if SELPA 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.30 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":

Yuba County Health and Human Services
Attn: Suzanne Nobles, Director
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 "SELPA":

Yuba County Office of Education
Attn: Sally Sokoloski
Assistant Superintendent, Educational Services
935 14th Street
Marysville, CA 95901

With a copy to:

Yuba County Office of Education
Attn: Josh Harris
SELPA Administrator
935 14th Street
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. SELPA 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 SELPA, its agents, representatives, employees or subcontractors. If SELPA fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to SELPA.

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.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with coverage form subject to COUNTY approval.

E.1.2 Minimum Limits of Insurance. SELPA 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: **\$1,000,000** Each accident, **\$1,000,000** policy limit
bodily injury by disease, **\$1,000,000** each
employee bodily injury by disease.
5. Professional Errors and **\$1,000,000** Per occurrence.
Omissions Liability (if
required):

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 SELPA 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 SELPA; and with respect to liability arising out of work or operations performed by or on behalf of SELPA 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 SELPA's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, SELPA'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 SELPA'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. SELPA hereby agrees to waive subrogation which any insurer of SELPA may acquire from SELPA by virtue of the payment of any loss. SELPA agrees to obtain any endorsement that may be necessary to affect 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 SELPA, 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. SELPA 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.5 Sub-Contractors. SELPA shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Yuba County Special Education Local Plan Area (SELPA) (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses

suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or

destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer
5730 Packard Avenue, Suite 100
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business

Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY

Yuba County Health and Human Services Department

By: _____
Suzanne Nobles, Director

Date

YUBA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

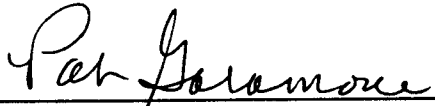
By: _____
Yuba County SELPA Administrator

Date

By: _____
Yuba County Office of Education
Assistant Superintendent, Educational Services

Date

APPROVED AS TO FORM:



Angil P. Morris-Jones
Yuba County Counsel

HIPAA BUSINESS ASSOCIATE PROVISIONS

EXHIBIT 1

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity for the purposes specified in Attachment A of the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

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

G.1 INTRODUCTION.

For the purposes of carrying out an Interagency Agreement entered into between the COUNTY and SELPA, the COUNTY has provided SELPA access to confidential information. The provisions and statements set forth in this document outline SELPA's responsibilities for safeguarding this information.

G.2 DEFINITIONS.

G.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.

G.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.

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

G.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.

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

G.4 PROVISIONS.

G.4.1 SELPA shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

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

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

G.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.;

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

- G.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;
- G.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and
- G.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.
- G.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.
- G.4.4** In all circumstances, SELPA shall have no ownership rights or interests in any data or information, including confidential information. All data collected by SELPA on behalf of the COUNTY, or received by SELPA on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.
- G.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a SELPA's location or COUNTY location in an effort to ensure compliance with these provisions.
- G.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, SELPA must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- G.4.7** If the incident involves a theft or is incidental to another crime, SELPA 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.

G.4.8 NOTIFICATION OF BREACH.

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

G.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

G.4.8.3 SELPA 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, SELPA 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.

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

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

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

G.4.10 The COUNTY requires that SELPA have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to SELPA. SELPA'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 SELPA.

G.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

"SELPA"

Yuba County SELPA Administrator

Date

Yuba County Office of Education
Assistant Superintendent, Educational Services

Date