

BOARD OF SUPERVISORS

AGENDA

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



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

AUGUST 27, 2013

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
 - II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
 - III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Clerk of the Board of Supervisors
 - 1. Reappoint Leanna Beam to the Smartsville Cemetery District for a term to expire August 27, 2017. (330-13)
 - 2. Reappoint Robert Storm to the Assessment Appeals Board No. II for a term ending September 5, 2016. (331-13)
 - 3. Approve minutes from the regular meeting of August 13, 2013. (332-13)
 - B. Community Development and Services
 - 1. Authorize use of \$6,430.85 from fund 187 (Park Improvement Fund) to pay building permit fees associated with construction of a snack-shack and restrooms at Douthit Memorial County Park, Oregon House. (333-13)
 - 2. Approve Memorandum of Understanding with Olivehurst Public Utility District to fulfill parkland acquisition of community parks and authorize the Chair to execute document and grant deeds transferring title on APN 014-300-082 and lot 2 of Parcel Map 2012-0002. (334-13)
 - C. Health and Human Services
 - 1. Adopt resolution approving the 2013-2017 Comprehensive Tobacco Control Plan for prevention education program and authorizing the Chairman to execute acceptance agreement, funds, and any pertinent documents related to program. (Human Services Committee recommends approval) (335-13)
 - 2. Approve Medi-Cal Privacy and Security agreement with the California Department of Health Care Services and authorize the Chair to execute same. (Human Services Committee recommends approval) (336-13)
 - D. Probation
 - 1. Approve Probation and Schools Success Program (PASS) agreements with Marysville Joint Unified School District and authorize the Chair to execute same. (337-13)
 - IV. **SPECIAL PRESENTATION**
 - A. Present proclamation to Sally Sokoloski commending 40 years of service. (Five minute estimate) (338-13)
 - B. Present proclamation proclaiming September 2013 as National Prostate Cancer Awareness Month. (Five minute estimate) (339-13)

C. Receive 2013 Mid-year Economic Development Report. (Ten minute estimate) (340-13)

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

VI. **COUNTY DEPARTMENTS**

A. County Administrator

1. Provide direction regarding reconsideration of Wheatland Tax Sharing agreement. (Ten minute estimate) (341-13)
2. Consider funding options for the construction of a tri-county Juvenile Hall/Rehabilitation Center; consider alteration of the current Joint Powers Agreement between Sutter and Yuba counties to include Colusa County; and consider direction to pursue options, provide support for a legislative amendment, and direct staff to report back to the Board with further information once available. (Fifteen minute estimate) (342-13)

- VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing and such public comments will be limited to three minutes per individual or group.

- A. Hold public hearing and adopt resolution approving amendment to Recology Yuba-Sutter Collection Service Agreement and approving a 4.53 percent rate increase for rate year 2014 effective October 1, 2013. (Ten minute estimate) (343-13)

VIII. **CORRESPONDENCE** – (344-13)

- A. Resolution from Reclamation District 784 ordering Fiscal Year 2013-2014 assessments within the RD784 Operation and Maintenance Assessment District.
- B. Letter from California Department of Housing and Community Development regarding clearance of monitoring findings related to specified agreements.

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

- A. Personnel pursuant to Government Code §545957 - Public Employee Discipline/Dismissal/Release

XI. **ADJOURN**

11:30 A.M. Finance and Administration Committee - (Supervisors Vasquez and Nicoletti - Alternate Supervisor Griego)

- A. Consider agreement with Tyler Technologies for Clerk/Recorder System - Clerk-Recorder (Ten minute estimate) (345-13)

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

- A. Consider resolution authorizing agreement with California Department of Health for HIV/AIDS Surveillance Grant - Health and Human Services (346-13)
- B. Consider agreement with California Department of Social Services for adoption services - Health and Human Services (Ten minute estimate) (347-13)

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

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.

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CONSENT

AGENDA

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The County of Yuba

Office of Clerk of the Board of Supervisors



330-13

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: **Smartsville Cemetery District Appointment**
Date: August 27, 2013

Recommendation

Reappoint Leanna Beam to the Smartsville Cemetery District for a term to expire August 27, 2017.

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 Ms. Beam's term. Ms. Beam has been serving on the board since June 2001 and wishes to continue in this capacity.

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

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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

A handwritten signature in black ink, appearing to read "Donna Stottlemeyer", is written over the printed name.

Subject: **Assessment Appeals Board No. II – Representative**

Date: August 27, 2013

Recommendation

Reappoint Robert Storm to the Yuba County Assessment Appeals Board No. II for a term to end September 5, 2016.

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. Storm's term. Mr. Storm has been serving on the Board since 2004 and desires to continue serving in this capacity, it would be appropriate to reappoint at this time.

As a matter of information, the Board of Supervisors has the authority to discontinue the assessment appeals board effective on the first Monday of September in any year and serve as the Board of Equalization.

Fiscal Impact

Board members are compensated \$75 per hour with a daily minimum of \$150 and no maximum pursuant to Section 4.60.030 of the Ordinance Code.

Committee Action

This is brought directly to the Board for consideration.

/rf

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

RECEIVED

JUL 23 2013

Clerk/Board of Supervisors

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: USA REPRESENT ON THE ASSESSMENT Appeals Board No. 1

APPLICANT NAME:

Robert D. Strom

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

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

None

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Farmer

REASONS YOU WISH TO

SERVE ON THIS BODY:

I HAVE ENJOYED SERVING ON THIS BOARD FOR A NUMBER OF YEARS AND

QUALIFICATIONS:

FEEL I AM QUALIFIED TO COMPARE IN THIS POSITION.

LIST PAST AND CURRENT

ONLY ON THE YUBA COUNTY ASSESSMENT APPEALS BOARD, CURRENTLY.

PUBLIC POSITIONS HELD:

I HAVE IDENTIFIED ON SEVERAL OCCASIONS AS AN EXPERT WITNESS. I AM A PAST AND
PRESIDENT OF THE SOCIETY FARMERS MANAGERS AND RANCH APPEALS.

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

Robert D. Strom

DATE

July 20, 2013

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

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



AUGUST 13, 2013 – 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, John Nicoletti, Mary Jane Griego, Roger Abe and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Vasquez presided.

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Stocker

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

County Counsel Angil Morris-Jones requested one matter of Real Property Negotiation for Authorization and Terms of Payment regarding APN 019-270-020, (Hargrove, Charles and Diane) be added to Closed Session, Item IX B as the need to take action arose subsequent to the agenda being posted.

MOTION: Move to approve adding to closed session

MOVED: Hal Stocker

SECOND: Mary Jane Griego

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

NOES: None **ABSENT:** None **ABSTAIN:** None

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:** Roger Abe **SECOND:** Hal Stocker

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

NOES: None **ABSENT:** None **ABSTAIN:** None

A. Administrative Services

1. Approve airport lease agreement with Lynn Castiaux for corporate hangar lease site eleven, hangar three, and authorize the Chair to execute. (302-13) **Approved.**
2. Authorize permanent vehicle assignments pursuant to County Ordinance 2.150.060 and Administrative Policy D-3 Automotive Transportation. (303-13) **Approved.**

B. Clerk of the Board of Supervisors

1. Approve meeting minutes of July 23 and 30, 2013. (304-13) **Approved as written.**
2. Appoint Chienyen Yang to Sutter Yuba Mental Health Advisory Board as the family representative for a term ending August 23, 2016. (305-13) **Approved.**

3. Appoint Xia Lia Yang to In-Home Supportive Services Advisory Committee for a term ending August 13, 2015. (306-13) **Approved.**
4. Appoint Roy Crabtree to Wheatland Cemetery District for a term ending August 13, 2017. (307-13) **Approved.**
5. Appoint Debbie Panteloglew to the Commission on Aging as the District Four representative for a term ending December 31, 2016. (308-13) **Approved.**
6. Reappoint Donald Rae to Plumas Lake Specific Plan Design Review Committee with a term ending August 13, 2014. (309-13) **Approved.**
7. Reappoint Robert Sutton to Peoria Cemetery District with a term ending August 13, 2017. (310-13) **Approved.**
8. Appoint Norbert Kominsky to the Yuba County Assessment Appeals Board No. II as an Alternate for a term to end September 5, 2016. (311-13) **Approved.**

C. Community Development and Services

1. Adopt resolution authorizing execution of the 2014 Community Services Block Grant Application/Contract for the Family Self Sufficiency by the Housing Authority Chair or the Executive Director. (312-13) **Adopted Resolution No. 2013-78, which is on file in Yuba County Resolution Book No. 44, entitled: "AUTHORIZE EXECUTION OF THE 2014 COMMUNITY SERVICES BLOCK GRANT APPLICATION/CONTRACT FOR THE FAMILY SELF SUFFICIENCY BY THE HOUSING AUTHORITY."**

D. County Administrator

1. Approve letter agreement with Superior Court for Grand Jury Services for fiscal year 2013-2014 and authorize Chair to execute. (313-13) **Approved.**

E. Emergency Services

1. Adopt resolution authorizing the Director to execute a memorandum of understanding renewing the mobile incident command vehicle maintenance fund. (314-13) **Adopted Resolution No. 2013-79, which is on file in Yuba County Resolution Book No. 44, entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES OR ITS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING RENEWING THE MOBILE INCIDENT COMMAND VEHICLE MAINTENANCE FUND."**
2. Adopt resolution authorizing the Director to apply for Home Land Security Grant and to execute documents as required by the application, resultant grant, and any pertinent documents. (315-13) **Adopted Resolution No. 2013-80, which is on file in Yuba County Resolution Book No. 44, entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES AND THE EMERGENCY OPERATIONS MANAGER TO APPLY FOR THE FISCAL YEAR 2013 HOMELAND SECURITY GRANT AND FURTHER AUTHORIZING THEM TO EXECUTE DOCUMENTS AS REQUIRED BY THE APPLICATION, THE RESULTANT GRANT AND/OR ANY PERTINENT DOCUMENTS RELATED TO THE PROGRAM AND ACCEPTANCE OF GRANT FUNDS."**

3. Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to submit an application for the Fiscal Year 2013 Emergency Management Performance Grant and execute documents as required to administer funds. (316-13) **Adopted Resolution No. 2013-81, which is on file in Yuba County Resolution Book No. 44, entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES OR THE EMERGENCY OPERATIONS MANAGER TO SUBMIT AN APPLICATION FOR THE FISCAL YEAR 2013 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND EXECUTE DOCUMENTS AS NEEDED TO OBTAIN AND ADMINISTER GRANT FUNDING."**
4. Approve agreement with Howell Consulting to develop multi jurisdictional, multi hazard mitigation plan and authorize Chair to execute. (Ten minute estimate) (325-13) **Approved.**

F. Probation

1. Approve agreement with Robert A. Escovedo for employment background investigations and authorize Chair to execute. (317-13) **Approved.**

G. Sheriff-Coroner

1. Accept Inmate Welfare Expenditure Summary for Fiscal Year 2012-2013 pursuant to Penal Code Section 4025 (e). (318-13) **Approved.**
2. Approve Memorandum of Understanding with Yuba County Office of Education for vocational educational programs for inmates for Fiscal Year 2013-2014 and authorize the Chair to execute same. (319-13) **Approved.**

H. Yuba Sutter Arts Council

1. Adopt resolution designating Jonathan Kinsman Yuba Sutter poet laureate for the term of July 1, 2013 through June 30, 2015. (320-13) **Adopted Resolution No. 2013-82, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION ACCEPTING THE NOMINATION AND DESIGNATION OF A POET LAUREATE BY THE YUBA-SUTTER REGIONAL ARTS COUNCIL FOR THE TERM OF JULY 1, 2013 THROUGH JUNE 30, 2015."**

IV. **SPECIAL PRESENTATION**

- A. Present certificate of recognition to Cathy Seal for excellent public service. (No background material) (Ten minute estimate) (321-13) **Chairman Vasquez and Auditor Richard Eberle presented the certificate to Cathy Seal.**
- B. Present proclamation proclaiming August 2013 Hmong History Month. (Ten minute estimate) (322-13) **Chairman Vasquez provided a brief recap of Hmong history, read and presented proclamation to local Hmong veterans.**

Mr. John Tao expressed appreciation and thanked the Board of Supervisors for their commitment to recognize the Hmong and Laos people.

Mr. Steve Thomson, Assemblyman Dan Logue's representative, presented a State Assembly Resolution and expressed gratitude for the Hmong and Laos soldiers' courage and service.

Mr. Pang Tao commended the Board and the Assembly for issuance of proclamation to the Hmong community.

The Board recessed at 10:32 a.m. and returned at 10:37 a.m. with all present as indicated above.

V. PUBLIC COMMUNICATIONS:

Dr. Richard Paskowitz, urged Board consideration of renaming the Ostrom Road Landfill to the "Willy L. Brown Jr. Landfill" and provided a petition and sample resolution.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Adopt resolution accepting request of Office of Education to terminate memorandum of understanding for management of County 4H Camp and provide direction as appropriate. (Ten minute estimate) (323-13) **Administrative Services Director Doug McCoy provided a brief recap and responded to Board inquiries.**

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

**Adopted Resolution No. 2013-83, which is on file in Yuba County Resolution Book No. 44, entitled:
"A RESOLUTION AUTHORIZING TERMINATION OF THE LEASEHOLD INTEREST IN
THE 4H CAMP PROPERTY WITH THE YUBA COUNTY OFFICE OF EDUCATION."**

B. Board of Supervisors

1. Consider First Five Yuba Commission vacancies and take action as appropriate. (Fifteen minute estimate) (291-13) **Supervisor Griego withdrew her application from consideration.**

Following Board discussion the following individuals spoke:

- **First Five Executive Director Cynthia Sodari**
- **Chief Probation Officer Jim Arnold**

MOTION: Move to appoint Jim Arnold as the Section 2 County Representative
MOVED: Mary Jane Griego **SECOND:** John Nicoletti
AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None **ABSENT:** None **ABSTAIN:** None

Following Board discussion the following applicants spoke:

- **Ms. Sally Sokoloski**
- **Ms. Robyn Draper**

MOTION: Move to appoint Sally Sokoloski with a term ending April 26, 2014
MOVED: Mary Jane Griego **SECOND:** John Nicoletti
AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None **ABSENT:** None **ABSTAIN:** None

2. Consider reducing Board members salary and car allowance for Fiscal Year 2013-2014 and take action as appropriate. (No background material) (Fifteen minute estimate) (324-13) **County Counsel Angil Morris-Jones and Chief Deputy Counsel responded to inquiries.**

Supervisor Abe moved for Board members to voluntary reduce pay five percent and suspend travel stipend for Fiscal Year 2013-2014.

Motion died for lack of second.

C. Human Resources and Organizational Services

1. Adopt resolution amending the Extra Help Classification System/Basic Salary Schedule effective August 1, 2013 as it relates to the Correctional Medical Officer. (Five minute estimate) (326-13) **Human Resources Director Martha Wilson recapped the extra help Correctional Medical Officer position for the County detention facilities.**

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

Adopted Resolution No. 2013-84, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE EXTRA HELP," as it relates to the Correctional Medical Officer

VII. **CORRESPONDENCE** (327-13)

- A. Resolution from Reclamation District 784 calling election on November 6, 2013 for trustees by all-mailed ballots. **Received.**
- B. Email from High Sierra Resource Conservation and Development Council regarding closure of operations. **Received.**
- C. Letter from County Assessor regarding 2013-2014 Yuba County Assessment Roll Summary. **Received.**
- D. Notice from State Water Resources Control Board regarding temporary change of water transfer from Merced Irrigation District. **Received.**
- E. Letter from California Fish and Game Commission regarding proposed action relating to White Sturgeon Report Card and Tagging Requirements. **Received.**

VIII. **BOARD AND STAFF MEMBERS' REPORTS:**

Supervisor Nicoletti:

- **Memorial Adjournment - Mr. Kenny Lim**
- **Peach Tree Health Care regarding health care reform**
- **Retirement Ceremony for Command Chief Master Sergeant White**
- **SB731 regarding CEQA processes**

Supervisor Stocker:

- **Memorial Adjournment - Mr. Stewart E. Biggs, Mr. Timothy Dittrich, Ms. Andrea C. Wilson**
- **Fracking article in Appeal Democrat**

Supervisor Abe:

- **Beale Community partnership meeting**
- **Napa Agricultural Conference held August 2, 2013**
- **Yuba-Sutter Fair Junior Livestock Auction held August 3, 2013**
- **FRAQMD meeting held August 5, 2013**
- **LAFCO meeting held August 6, 2013**
- **Tobacco Education Program meeting with Val Elliott held August 7, 2013**
- **Memorial Adjournment - Ms. Nadine Waggershauser**

- IX. **CLOSED SESSION:** The Board retired into closed session at 12:11 p.m. and returned at 12:31 p.m. with all present as indicated above.
- A. Potential litigation pursuant to Government Code §54956.9(d)(2) - One claim **By unanimous vote direction given.**
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 019-270-020, (Hargrove, Charles and Diane) Negotiating Parties: Mike Lee Negotiation: Authorization to make an offer, terms and conditions **By unanimous vote authorization given.**
- X. **ADJOURN:** 12:32 p.m. in memory of Ms. Andrea Wilson, Ms. Nadine Waggershauser, Mr. Kenny Lim, Mr. Stewart E. Biggs, and Mr. Timothy Dittrich.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

333-13

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

A handwritten signature in black ink, appearing to be "K. Mallen", is written over the name "Kevin Mallen, CDSA Director".

Date: August 27, 2013

Subject: Building Fee Payment for new Restroom/Snack Shack Building at
Douthit Memorial County Park in Oregon House

Recommendation:

Authorize use of \$6,430.85 from Fund 187, Park Improvement Fund, to pay building permit fees associated with constructing a new restroom and snack shack at Douthit Memorial Park in Oregon House.

Background:

The County recently partnered with the Dobbins-Oregon House Improvement Foundation (DOHIF) to create a County park adjacent to the DOHIF Community Center. The partnership involves the County obtaining a lease on a portion of the DOHIF land for the park, the County providing a portion of the County's State Proposition 40 Park Funds to initially construct the park, and for DOHIF to operate and maintain the park.

Discussion:

Since the initial construction, DOHIF has done a great job operating and maintaining the park and has even started a fund raising campaign to construct a restroom and snack shack building, which was part of the initial vision for the park but was cut due to funding constraints. Attached is a letter from DOHIF requesting financial relief of the building permit fees associated with the new building. Staff applauds DOHIF's efforts to increase the functionality of the park and recommends that the County Park Improvement Fund be utilized to cover the building permit fees.

Committee Action:

Due to the request originating from a letter to the full Board, it is being presented back to the full Board.

Fiscal Impact:

No General Fund requested and County Counsel concurs with the applicability of using the Park Improvement Fund due to the project's public purpose.



9185 Marysville Road, P. O. Box 302
Oregon House, CA 95962
(530) 692-2294
EIN 77-0368595
A 501(C)(3) Nonprofit Corporation

Dobbins-Oregon House Improvement Foundation

August 12, 2013

RECEIVED

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

AUG 14 2013

Clerk/Board of Supervisors

Subject: Building Permit Fees for Construction of a "Snack Shack" at Douthit Memorial County Park

Dear Board Members:

Dobbins-Oregon House Improvement Foundation (DOHIF) is respectfully requesting waiver of any and all County fees associated with the subject. Just a few points in support of this request:

1. The Snack Shack is located on County leased property as part of a County Park, i.e., Douthit Memorial Park.
2. The Park is operated by DOHIF with no financial assistance from the County.
3. The Snack Shack was an integral part of the overall Park as originally planned and was deleted by the County (County constructed Park via Prop 40 funds) as bids were higher than funds allocated for the project.
4. DOHIF, without any County financial assistance, started construction of the Snack Shack last fall utilizing local donations of money, labor and material. At that time the County was notified of our intent to proceed with construction of the Snack Shack and we were advised such construction was not under Building Dept. jurisdiction as it was on County leased property. Subsequently, the basic structure (not yet closed in) was red tagged by the Building Dept. We then again contacted the Building Dept. and it was explained that the County's procedures for construction on County property had changed in the interim. Although we had not been advised of this change, we undertook in good faith to incur additional costs associated with submission of plans to the Building Dept. It should be noted that the small structure is basically the same structure approved by the County as part of the original Park plans with only minor modifications to reduce costs. We have submitted plans to the Building Dept. this date and were presented with the fee schedule attached. DOHIF has no funds to pay these fees. We have already incurred engineering cost associated with the plan revisions necessary for submission to the Building Dept. which we did not have in our budget.

5. The Snack Shack will enhance the County Park for Little League use but also provides handicapped accessible restrooms for the Park for general public Park use (open on a daily basis). Little League has contributed substantially in general labor and in-kind trades work. DOHIF will sustain considerable additional costs in completing the Snack Shack as well as ongoing daily maintenance costs.

The County has certainly been a good partner with us in the Park venture, however, it has been far more costly to our small local nonprofit community organization than originally envisioned. Our hard dollar operating cost for the Park runs \$6K to \$7K annually plus all labor for maintenance, etc. is volunteer. This probably sounds meager compared to County maintained similar facilities but takes a significant part of our annual fundraising efforts. We had envisioned at the outset that the County would help us with maintenance and insurance, however, due to County budget issues that has not happened. Certainly we understand budget issues and again in good faith have incurred all costs associated with the Park upkeep and maintenance. However, we simply do not have the ability to incur the current Snack Shack Building Fee Permit costs nor would it be appropriate for us to incur such costs on County leased property.

Both Kevin Mallen and Ryan McNally are very knowledgeable of the background regarding the Park and funding.

Thank you for your consideration and we look forward, given the fee waiver, to proceeding with the Snack Shack as a community service Park facility. We request that this waiver request be part of the next Board agenda if meets submission time requirements.

Sincerely,



Robert Longman
DOHIF Chair

cc: Kevin Mallen
Ryan McNally
Marty Griffin

IRAKIT - Permit TRAK

Record

Link

Tools

Window

Help

Add Record

GIS

Search

Go to

Print

GIS

Search

Go to

Internet Links

Send E-Mail

Plan Location

Timesheet

Permit TRAK

Trees

Site

Browse

Permit B13-0691

No Parent Activities

No Sub-Permits

No Sub-Cases

No Issues

Permit Information

Permit #: B13-0691

Description: "AS-BUILT" SNACK BAR FOR EXI

Applicant: Dobbins, Oregon House Improvment

Type: B

Subtype: UNDER REVIEW

Status: UNDER REVIEW

Applied: 08/12/2013

Approved: RJG

Issued: RJG

Finalized: RJG

Expiration: PC Expires: 02/08/2014

Link to...

Additional Site

Parent Project

Parent Permit

Sub-Permit

Sub-Case

Restraints

Assessor PIN: 048,090,002

Address: 3185 Marysville Rd

City/State/Zip: Oregon House CA 95962

Owner: Dobbins, Oregon House Improvment

Subdivision: Tract

Block

Lot

Restrictions

Financial Information

Charged: \$6,430.85

Paid: \$0.00

Due: \$6,430.85

Deposits Avail: \$0.00

Job Value: \$47,400.51

Contractor: <none>

Applicant: Dobbins, Oregon House Improvment

Comments

QTY

Amount

Date Paid

Receipt #

Account

Functions

Payment Options

Apply Credit

Plan Reviews (8)

Inspections

Chronology

Custom Screens (3)

Main Menu

WorkSpace

LandTRAK

PermitTRAK

ProjectTRAK

CodeTRAK

AEC TRAK

LicenseTRAK

Reports

User: Rob Galt

Database: CRW

TRANSIT RELEASE: 2013.1.13

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

August 27, 2013



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 BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: APPROVE MOU WITH OPUD REGARDING COUNTY'S FULFILLMENT OF PARKLAND ACQUISITION FOR OPUD COMMUNITY PARKS AND AUTHORIZE CHAIR TO SIGN GRANT DEEDS TRANSFERRING TITLE TO TWO PROPERTIES

RECOMMENDATION:

- Approve MOU with OPUD memorializing the County's fulfillment of parkland acquisition for community parks in the PLSP area on behalf of OPUD.
- Authorize the Chairman of the Board to execute grant deeds transferring title to the two properties identified below to OPUD.

BACKGROUND:

Pursuant to the Settlement Agreement and Release of Litigation between the Olivehurst Public Utility District (OPUD), the County of Yuba, and Ross Ranch Associates, LLC, the County is responsible for acquiring land in the Plumas Lake Specific Plan area for Community Parks. Over the past several years, Public Works actively sought, located, and purchased the following two properties on behalf of OPUD for community park sites.

- APN 014-300-082, comprised of 24.11 acres on the north side of Broadway Road purchased on December 20, 2010.
- Portion of APN 016-350-003, also being Lot 2 of Yuba County Parcel Map 2012-0002, comprised of 25 acres on the west side of River Oaks Boulevard purchased on December 9, 2011.

DISCUSSION:

The County is ready to transfer the two properties to OPUD and OPUD is ready to accept them. The MOU documents that the County has fulfilled its obligation pursuant to the Settlement Agreement.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this is memorializing fulfillment of obligations previously directed by your Board.

FISCAL IMPACT:

There is no fiscal impact associated with the current request.

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MOU REGARDING COUNTY'S FULFILLMENT OF PARKLAND ACQUISITION FOR THE OLIVEHURST PUBLIC UTILITY DISTRICT

On this ____ day of _____, 2013, the Olivehurst Public Utility District (OPUD), and the County of Yuba, a political subdivision of the State of California (County), agree as follows:

1. Background. Pursuant to terms outlined in the "Settlement Agreement and Release of Litigation," (Agreement) executed in March 2006, the County agreed to acquire land for Community Parks within the Plumas Lakes Specific Plan (PLSP) area, consistent with the Plumas Lake Specific Plan and OPUD's PLSP Area Park Master Plan. With the concurrence of OPUD, the County acquired the following two properties for future OPUD Community Parks.
 - APN 014-300-082, comprised of 24.11 acres on the north side of Broadway Road purchased on December 20, 2010.
 - Portion of APN 016-350-003, also being Lot 2 of Yuba County Parcel Map 2012-0002, comprised of 25 acres on the west side of River Oaks Boulevard purchased on December 9, 2011.
2. Fulfillment of Obligation. County agrees to grant to and OPUD agrees to accept the two properties identified in Section 1. The second property identified above has an existing Agricultural Lease between the County, Lessor, and Alan J. and Cindy Leak, Lessees, recorded with the Yuba County Recorder as Document 2011R-014845, and further amended as Document 2013R-005661. County agrees to assign Lease to OPUD and OPUD agrees to accept Lease, conditional upon Lessees providing acceptable proof of insurance naming OPUD as additional insured and receipt of signed hold harmless statement from Lessees.

Upon acceptance by OPUD and recordation of the grant deeds, both parties acknowledge that the County has fulfilled its obligation to acquire park land on behalf of OPUD pursuant to the Agreement. The Chairman of the Board of Supervisors is hereby authorized to sign the grant deeds on behalf of the County, and the President of OPUD is hereby authorized to accept the property transfers on behalf of OPUD.
3. Interpretation. This Agreement has been executed in Marysville, California. The captions of paragraphs used in this Agreement are for convenience only.
4. Time of Essence. Time is of the essence of this Agreement.

5. California Law. This Agreement shall be governed by the laws of the State of California.

OPUD:

Olivehurst Public Utility District

Attested:

By: _____
Clerk

By: _____
Jeff Phinney, President

Approved as to form:

By: _____
OPUD Attorney

COUNTY:

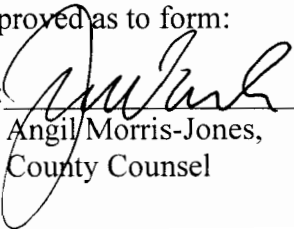
The COUNTY OF YUBA, a political subdivision
of the State of California

Attested:

By: _____
Donna Stottlemeyer,
Clerk of the Board

By: _____
Andy Vasquez, Chairman

Approved as to form:

By:  _____
Angil Morris-Jones,
County Counsel

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

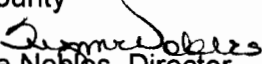
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901
Phone: (530) 749-6311 Fax: (530) 749-6281



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: August 27, 2013

SUBJECT: Approval of the 2013-2017 Work Plan for Yuba County's Tobacco Education Program and the Resolution of the Board Authorizing the Chairman to Execute the Acceptance of Allocation Agreement and any Pertinent Documents Related to this Program

RECOMMENDATION: Board of Supervisors approval of the 2013-2017 Work Plan for Yuba County's Tobacco Education Program and the Resolution of the Board of Supervisors, which authorizes the Chairman to accept funds and to execute the Acceptance of Allocation Agreement, as well as any pertinent documents related to this program, is recommended.

BACKGROUND: California's Tobacco Control Program was developed in response to the passage of Proposition 99 (Tobacco Tax and Health Protection Act of 1988). The revenue from Proposition 99 funds community health education programs to prevent and reduce tobacco use.

DISCUSSION: Yuba County's Health and Human Services Department is the designated Local Lead Agency for the County's Tobacco Use Prevention Education Program and, as such, is responsible for coordinating information, referral, outreach, and education activities that promote social norm changes and educate the public about the health issues related to tobacco use. Yuba County, through its Health and Human Services Department, has been allocated \$600,000.00 for this program for the period of July 1, 2013 through June 30, 2017 and, as a condition of funding, is required to submit an approved 2013-2017 Work Plan for its Tobacco Education Program. The approval of this Work Plan and the Resolution of the Board will enable Yuba County to continue to provide its tobacco prevention education for its residents.

COMMITTEE: The Human Services Committee recommended approval on August 13, 2013.

FISCAL IMPACT: The total allocation of \$600,000.00 for the period of July 1, 2013 through June 30, 2017 is funded from revenue from Proposition 99. There is no County match requirement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby approves the 2013-2017 Comprehensive Tobacco Control Plan for Yuba County's Tobacco Use Prevention and Education Program.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept \$600,000 for the period of July 1, 2013 through June 30, 2017, and to execute, upon review and approval of the County Counsel, the Acceptance of Allocation Agreement and any subsequent pertinent documents relating to this program for the stated three-year period, to accept and transfer of funds for the stated four-year period, and is granted permission to amend contracts for additional or lesser funding, and execute amendments, agreements, or memorandums of understanding developed under this program if the allocation, or a portion thereof, is awarded.

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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 _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

YUBA COUNTY

By: _____, Chairman

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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

_____

ACCEPTANCE OF ALLOCATION AGREEMENT

The County of Yuba

Agreement Number: CTCP-13-58

Agreement Amount: \$150,000.00

FUNDING PERIOD: July 1, 2013 through June 30, 2014

I certify that this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

APPROVED

AND

COUNTY COUNSEL

BY: 

Scope of Work: Overview & Evaluation Activities

Procurement Name: Local Lead Agency 2013-2017 Guidelines

Contract Number: CTCP-13-58

Agency Name: Yuba County Health Services Department

Project Name: Yuba County Tobacco Education Program

Project Type: Local Lead Agency

Contract Term: 07/01/2013 - 06/30/2014

Effective Date: 07/01/2013

Plan Version ID: 0.3

Report Generated: 06/21/2013 10:42 AM

Objective 1

Overview

Objective ID: 1

Primary Asset (2.5) Adult Engagement in Tobacco Control: The extent our tobacco control program has participatory collaborative partnerships with diverse adults and non-Proposition 99 funded adult serving organizations and mobilizes their involvement in community assessments; development, implementation, and evaluation of interventions to support tobacco control-related policy, environmental, and system change; and engages them in activities that address tobacco-related determinants of health.

Secondary Asset (2.4) Youth Engagement in Tobacco Control: The extent our tobacco control program has participatory collaborative partnerships with diverse youth and youth serving organizations and mobilizes their involvement in community assessments; development, implementation, and evaluation of interventions to support tobacco control-related policy, environmental, and system change; and engages them in activities that address tobacco-related determinants of health.

Objective: By June 30, 2014, plan, coordinate, and implement data collection related to the statewide Retail Environment Campaign in tobacco retail stores, including, but not limited to, questions on price, flavors, discounts/promotions, and storefront advertising.

Primary Objective? No

Evaluation Plan Type: Other with Measurable Outcome

Audience Group(s)	General Population Group(s)	Specific Ethnic Population Group(s)
<ul style="list-style-type: none">• 13-17 years• Advocates• Coalitions• Families• Rural Populations• Tobacco Retailers	<ul style="list-style-type: none">• Multi-ethnic	

Summary of Interventions to Achieve the Objective:

Evaluation Activity Plan

Evaluation Activity 1-E-1	Data Collection Training
Training purpose:	To ensure quality of data collection for store observation surveys.
Number of times to be conducted:	1
Training length:	2-4 hours
Number to be trained:	10
Who will be trained and method for selection:	LLA Staff, Coalition members, youth volunteers, adult volunteers, student interns

Method to evaluate training:	Post training knowledge questionnaire and appraisal of effectiveness	
Copyright:	No	
Program Percentage Deliverable:	2.00 %	
Period evaluation activity will be conducted:	07/13-12/13	
Period results will be analyzed and disseminated:	01/14-06/14	
Tracking Measures:	Measure	Submit
	Post Training Knowledge Questionnaire Results	Yes
	Training dates and agenda	Yes
Responsible Parties:	Responsible Party	Budget Type
	Project Director	Budgeted
	Health Education Specialist	Budgeted

Evaluation Activity 1- E-4	Key Informant Interview	
Description of the instrument to be used or developed:	Utilizing and/or adapting a survey instrument developed by the Tobacco Control Evaluation Center, conduct Key Informant Interview surveys to collect baseline data of current knowledge and attitudes regarding selected objective topics.	
Sample size:	5	
Will follow-up interviews be conducted:	No	
Description of key informants:	A diverse group of people such as retailers and key decision makers (city council members, city managers, city commissioners, city attorneys, city administrators, city clerks, etc.)	
Data collection method:	Face-to-face	
Method to analyze findings:	Content analysis	
Copyright:	No	
Program Percentage Deliverable:	3.50 %	
Period to be conducted:	01/14-06/14	
Period results will be analyzed and disseminated:	01/14-06/14	
Tracking Measures:	Measure	Submit

	Key Informant Interview Results	Yes
Responsible Parties:	Responsible Party Project Director Health Education Specialist Project Evaluator	Budget Type Budgeted Budgeted Budgeted
Evaluation Activity 1- E-5	Media Activity Record	
Description of the topic or type of records:	Media products produced through news websites, social media websites and blogs, area and local radio, area and local television, hard-copy community newspapers and newsletters. A media content analysis will be conducted to evaluate the media pieces effectiveness at delivering/disseminating the message; accuracy and neutrality of facts; and to gauge the level of public support for retail campaign strategies.	
How the records will advance the objective:	Content analyses of news releases, briefs, press conferences, pitch letters, stories, editorials, letters, and other media records will measure the importance/public attention placed on the issue of selected objectives and the need to inform intervention strategies, campaign, and help guide local advocacy efforts.	
Program Percentage Deliverable:	2.00 %	
Period evaluation activity will be conducted:	01/14-06/14	
Tracking Measures:	Measure Media Content Analysis Media Pieces	Submit Yes Yes
Responsible Parties:	Responsible Party Office Specialist Project Evaluator	Budget Type Budgeted Budgeted
Evaluation Activity 1- E-2	Observation Data	
Description of the instrument to be used or developed:	Observation data will be collected in tobacco retail stores using an instrument provided by CTCP. All counties, Tiers I, II, and III will complete two modules: the core tobacco module plus one additional module on a topic of the LLA's choice (e.g., flavors, price, storefront advertising, alcohol, nutrition). Additional modules, beyond the two required may be completed at the LLA's discretion. Completion of the core module plus the one required additional module will total approximately 10 minutes in length. Provide stipends (e.g., \$5 - \$10 per completed store survey, or an organizational stipend for providing and coordinating youth volunteers) or gift cards for youth and adult volunteers who participate in local data collection effort including training and completion of data	

	collection forms.						
Sample size:	56						
Data collection method:	In-person / On-site						
Method to analyze findings:	With technical assistance by TCEC as needed, LLAs will review and clean their survey data, after which survey software will generate a report of collected observation data providing descriptive statistics such as percentages and frequencies. OPTIONAL- More advanced analyses beyond what is automatically generated by survey software will be introduced via the Retail Campaign Advanced Data Analysis Webinar (e.g., comparing results by store type or area demographics, etc.)						
Copyright:	No						
Program Percentage Deliverable:	5.00 %						
Period evaluation activity will be conducted:	07/13-12/13						
Period results will be analyzed and disseminated:	01/14-06/14						
Tracking Measures:	<table> <tr> <th>Measure</th><th>Submit</th></tr> <tr> <td>Cleaned Survey Results</td><td>On File</td></tr> <tr> <td>Store Observation Tracking List</td><td>Yes</td></tr> </table>	Measure	Submit	Cleaned Survey Results	On File	Store Observation Tracking List	Yes
Measure	Submit						
Cleaned Survey Results	On File						
Store Observation Tracking List	Yes						
Responsible Parties:	<table> <tr> <th>Responsible Party</th><th>Budget Type</th></tr> <tr> <td>Project Evaluator</td><td>Budgeted</td></tr> <tr> <td>Volunteers</td><td>Non-Budgeted</td></tr> </table>	Responsible Party	Budget Type	Project Evaluator	Budgeted	Volunteers	Non-Budgeted
Responsible Party	Budget Type						
Project Evaluator	Budgeted						
Volunteers	Non-Budgeted						

Evaluation Activity 1-E-3	Public Opinion Poll (including Public Intercept Survey)
Description of the instrument to be used or developed:	Utilizing a survey instrument developed by the Tobacco Control Evaluation Center (TCEC), collect baseline data of knowledge, attitudes, and perception of the community, regarding the retail environment.
Sample size:	100
Will follow-up polls be conducted:	No
Data collection method:	Other
Method to analyze findings:	Frequencies and percentages will be calculated to document support/opposition to policy strategies for the retail environment campaign, knowledge, and demographic information provided by survey participants.
Copyright:	No
Program Percentage Deliverable:	2.00 %
Period evaluation activity will be	01/14-06/14

conducted:													
Period results will be analyzed and disseminated:	01/14-06/14												
Tracking Measures:	<table> <tr> <th>Measure</th><th>Submit</th></tr> <tr> <td>Summary of Results</td><td>Yes</td></tr> </table>	Measure	Submit	Summary of Results	Yes								
Measure	Submit												
Summary of Results	Yes												
Responsible Parties:	<table> <tr> <th>Responsible Party</th><th>Budget Type</th></tr> <tr> <td>Project Director</td><td>Budgeted</td></tr> <tr> <td>Health Education Specialist</td><td>Budgeted</td></tr> <tr> <td>Program Aide</td><td>Budgeted</td></tr> <tr> <td>Project Evaluator</td><td>Budgeted</td></tr> <tr> <td>Volunteers</td><td>Non-Budgeted</td></tr> </table>	Responsible Party	Budget Type	Project Director	Budgeted	Health Education Specialist	Budgeted	Program Aide	Budgeted	Project Evaluator	Budgeted	Volunteers	Non-Budgeted
Responsible Party	Budget Type												
Project Director	Budgeted												
Health Education Specialist	Budgeted												
Program Aide	Budgeted												
Project Evaluator	Budgeted												
Volunteers	Non-Budgeted												
Evaluation Activity 1-E-6	Evaluation Reporting												
Type of analysis:	<p>The Retail Brief Evaluation Report will summarize findings from Store Observation Survey Data Collection Training, Store Observation Survey, Public Intercept Survey, Key Informant Interview, and the Media Activity Record. The Store Observation Survey Data Collection Training will be assessed using a post training knowledge questionnaire and the store observation survey data will be automatically generated by survey software to produce descriptive statistics such as percentages and frequencies. For those who choose to do advanced data analysis, they will be comparing results by store type, area demographics, or other variables of interest to the LLA. The public intercept surveys will be analyzed by calculating frequencies and percentages to document support/opposition to policy strategies for the Retail Environment Campaign, knowledge, and demographic information provided by survey participants. Key informant interviews will be analyzed to summarize information and identify common themes. The media activity record will be analyzed via a content analysis of media products including but not limited to news releases, briefs, press conferences, pitch letters, stories, editorials, letters, etc. to measure the importance/public attention placed on the issue of selected objectives and the need to inform intervention strategies, campaign, and help guide local advocacy efforts. The evaluation design will include rationale for the sample size selection. Evaluation results will be presented in a narrative highlighting key results including selected graphs and tables. The discussion section will indicate whether or not the stated objective has been achieved, including details such as the number of successful store observation surveys completed, why any assigned stores were not surveyed, limitations to sampling, and successes and challenges experienced during the data collection. Conclusions regarding how the data informs the selection of interventions for the Retail Environment Campaign and recommendations addressing future data collection efforts in the retail environment will be made by both documenting the preparation and process of conducting the store observation surveys, and interpreting quantitative and qualitative data. The Retail Brief Evaluation Report will be written following guidelines specified by CTCP/TCEC.</p>												
Methods to disseminate findings:	The Retail Brief Evaluation Report will be shared with project staff and CDPH/CTCP staff. Survey findings will also be used to inform and educate key decision makers and the public as well as in presentations at professional meetings and conferences.												
Study limitations or challenges:	There could be challenges with data collectors having enough familiarity and comfort with using the handheld devices and completing electronic surveys correctly.												

	Conducting data collection discretely and without any conflicts from store owners and/or employees could be a concern. In addition, equipment/technology failure or complications may limit successfully collecting data.	
Copyright:	Yes	
Program Percentage Deliverable:	2.50 %	
Period evaluation report to be submitted:	01/14-06/14	
Tracking Measures:	Measure Brief Evaluation Report	Submit Yes
Responsible Parties:	Responsible Party Project Evaluator	Budget Type Budgeted

Objective 2

Overview

Objective ID: 2

Primary Priority Area: (2) Reduce Exposure to Secondhand Smoke, Tobacco Smoke Residue, Tobacco Waste, and Other Tobacco Products

Primary Indicator: (2.2.16) **Smoke-free Outdoor Recreational Areas:** The number of jurisdictions covered by a public policy that designates outdoor recreational facilities, areas, and venues as smoke-free (e.g. amusement parks, beaches, fairgrounds, parks, parades, piers, playgrounds, sporting venues, tot lots, zoos).

Objective: By June 30, 2014, at least two (2) cities or unincorporated towns in Yuba County will adopt a policy to make their outdoor parks and recreational areas tobacco and smoke free.

Primary Objective? No

Evaluation Plan Type: Legislated Policy– Adoption Only

Audience Group(s)	General Population Group(s)	Specific Ethnic Population Group(s)
<ul style="list-style-type: none"> • 0-12 years • 13-17 years • 21 years and older • Adults 18 years and older • Elected Officials • Environmentalists • Families • Parks and Recreation • Rural Populations • Schools (K-12) 	<ul style="list-style-type: none"> • Multi-ethnic 	

Summary of Interventions to Achieve the Objective:

- Alcohol and Drug Prevention Collaboration
- Harm Reduction Education
- Key Informant Interviews
- Mental Health Collaboration

- Parks and Recreation Collaboration
- Press release(s)
- Schools collaboration (K-12)
- Tobacco Litter Survey
- Toxic Tobacco Waste Education

Evaluation Activity Plan

Evaluation Activity 2- E-1	Key Informant Interview						
Description of the instrument to be used or developed:	With technical assistance by TCEC as needed, adapt existing KII for community leaders on smoke-free parks to use with policy makers in the target communities. Yuba County Tobacco Education Program is hoping to expand on its knowledge on policy maker's general perceptions about community feelings on smoke free parks, as well as find out where to gain support and where to expect opposition.						
Sample size:	6						
Will follow-up interviews be conducted:	No						
Description of key informants:	Park policy makers for Marysville, Wheatland, Yuba County and unincorporated areas						
Data collection method:	Face-to-face						
Method to analyze findings:	Content analysis						
Copyright:	Yes						
Program Percentage Deliverable:	4.00 %						
Period to be conducted:	07/13-12/13 01/14-06/14						
Period results will be analyzed and disseminated:	07/13-12/13 01/14-06/14						
Tracking Measures:	<table border="1"> <thead> <tr> <th>Measure</th><th>Submit</th></tr> </thead> <tbody> <tr> <td>KII Instrument</td><td>Yes</td></tr> <tr> <td>KII Summary</td><td>Yes</td></tr> </tbody> </table>	Measure	Submit	KII Instrument	Yes	KII Summary	Yes
Measure	Submit						
KII Instrument	Yes						
KII Summary	Yes						
Responsible Parties:	<table border="1"> <thead> <tr> <th>Responsible Party</th><th>Budget Type</th></tr> </thead> <tbody> <tr> <td>Health Education Specialist</td><td>Budgeted</td></tr> <tr> <td>Project Evaluator</td><td>Budgeted</td></tr> </tbody> </table>	Responsible Party	Budget Type	Health Education Specialist	Budgeted	Project Evaluator	Budgeted
Responsible Party	Budget Type						
Health Education Specialist	Budgeted						
Project Evaluator	Budgeted						
Evaluation Activity 2- E-2	Observation Data						
Description of the	Tobacco litter observation instrument, modified as needed from the Yuba County						

instrument to be used or developed:	tobacco litter observation instrument we have used for the last 3 years. The observation tool will document the number of butts observed in parks located in Yuba County during a set observation period. We believe that policy makers might be persuaded to adopt smoke-free policies if they are made aware of the extent of the problem, the hazards of this volume of tobacco litter to small children, and the costs of cleaning up the mess.	
Sample size:	5	
Data collection method:	In-person / On-site	
Method to analyze findings:	Summary statistics on litter data and comparative data between communities and parks will help determine next steps and create press releases.	
Copyright:	Yes	
Program Percentage Deliverable:	3.00 %	
Period evaluation activity will be conducted:	07/13-12/13 01/14-06/14	
Period results will be analyzed and disseminated:	01/14-06/14	
Tracking Measures:	Measure Tobacco Litter Observation Form Tobacco Litter Observation Report	Submit Yes Yes
Responsible Parties:	Responsible Party Program Aide Project Evaluator Volunteers	Budget Type Budgeted Budgeted Non-Budgeted

Evaluation Activity 2-E-3	Observation Data
Description of the instrument to be used or developed:	A tobacco secondhand smoking observation instrument, modified as needed from the Yuba County tobacco litter observation instrument used the last 2 years, to document the hazard of the volume of secondhand tobacco smoke to children, pregnant women, and the community. The observation tool will document the number of people seen smoking in Yuba County parks during an hour-long observation period and the number of people not smoking, adults and children, present in the vicinity at the same time. We believe that policy makers might be persuaded to adopt/enforce smoke-free policies and designate smoking areas if they are made aware of the prevalence of secondhand smoke exposure in parks.
Sample size:	10
Data collection method:	In-person / On-site
Method to analyze findings:	Summary statistics on secondhand smoke data and comparative data between communities and parks will help determine next steps and create press releases.
Copyright:	Yes

Program Percentage Deliverable:	3.00 %	
Period evaluation activity will be conducted:	07/13-12/13 01/14-06/14	
Period results will be analyzed and disseminated:	01/14-06/14	
Tracking Measures:	Measure	Submit
	SHS Observation Form	Yes
	SHS Observation Report	Yes
Responsible Parties:	Responsible Party	Budget Type
	Program Aide	Budgeted
	Project Evaluator	Budgeted
	Volunteers	Non-Budgeted
Evaluation Activity 2-E-4	Evaluation Reporting	
Type of analysis:	The brief evaluation report for this objective will include qualitative analysis of the responses to key informant interviews, frequency analysis of litter and secondhand smoke observations, as well as qualitative analysis regarding where in parks litter and SHS is most commonly observed. Evaluation results will be presented in narrative form, with charts and graphs where appropriate to highlight key results. The report will include discussion of any policies successfully adopted.	
Methods to disseminate findings:	The Brief Evaluation Report will be shared with project staff and CDPH/CTCP staff. Survey findings will also be used to inform and educate key decision makers and the public as well as in presentations at professional meetings and conferences.	
Study limitations or challenges:	Challenges include the very small number of cities and townships in Yuba County as well as the challenge of finding the most appropriate times to conduct park observations. For example, in the past, parks have had no visitors, due to factors such as weather/season, when SHS observations have been attempted so repeat visits to the same parks were necessary.	
Copyright:	Yes	
Program Percentage Deliverable:	2.50 %	
Period evaluation report to be submitted:	01/14-06/14	
Tracking Measures:	Measure	Submit
	Brief Evaluation Report	Yes
Responsible Parties:	Responsible Party	Budget Type
	Project Evaluator	Budgeted

Objective 3

Overview

Objective ID: 3

Primary Priority Area: (2) Reduce Exposure to Secondhand Smoke, Tobacco Smoke Residue, Tobacco Waste, and Other Tobacco Products

Primary Indicator: (2.2.25) **American Indian Smoke-free Gaming:** The number of American Indian/tribal owned casino/leisure complexes with a policy that designates all indoor areas of casino/leisure complexes as smoke-free, excluding when tobacco is used for ceremonial, religious or sacred purposes.

Objective: By June 30, 2014, Estom Yumeka Maidu Tribal Council will, by opening day, adopt 100% smoke-free gaming policy at their Enterprise Rancheria Entertainment and Gaming Resort in Yuba County.

Primary Objective? No

Evaluation Plan Type: Legislated Policy– Adoption Only

Audience Group(s)	General Population Group(s)	Specific Ethnic Population Group(s)
<ul style="list-style-type: none">• 21 years and older• Adults 18 years and older• Advocates• Casino Managers• Casino Patrons• Coalitions• Employees• Health Professionals• Rural Populations• Tribes	<ul style="list-style-type: none">• American Indian/Native American• Multi-ethnic	

Summary of Interventions to Achieve the Objective:

- Alcohol and Drug Prevention Collaboration
- Key Informant Interviews
- Midwest Academy Strategy Chart
- Press release(s)
- Public Intercept Surveys

Evaluation Activity Plan

Evaluation Activity 3-E-1	Data Collection Training
Training purpose:	To ensure quality of data collection for the casino public opinion poll
Number of times to be conducted:	1
Training length:	1-2 hours
Number to be trained:	5
Who will be trained and method for selection:	LLA Staff, Coalition members, youth volunteers, and/or adult volunteers
Method to evaluate	Post training knowledge questionnaire and appraisal of effectiveness

training:									
Copyright:	No								
Program Percentage Deliverable:	2.00 %								
Period evaluation activity will be conducted:	07/13-12/13								
Period results will be analyzed and disseminated:	07/13-12/13								
Tracking Measures:	<table border="1"> <thead> <tr> <th>Measure</th> <th>Submit</th> </tr> </thead> <tbody> <tr> <td>Post Training Questionnaire Results</td> <td>Yes</td> </tr> <tr> <td>Survey Instrument</td> <td>Yes</td> </tr> <tr> <td>Training dates and agenda</td> <td>Yes</td> </tr> </tbody> </table>	Measure	Submit	Post Training Questionnaire Results	Yes	Survey Instrument	Yes	Training dates and agenda	Yes
Measure	Submit								
Post Training Questionnaire Results	Yes								
Survey Instrument	Yes								
Training dates and agenda	Yes								
Responsible Parties:	<table border="1"> <thead> <tr> <th>Responsible Party</th> <th>Budget Type</th> </tr> </thead> <tbody> <tr> <td>Project Director</td> <td>Budgeted</td> </tr> <tr> <td>Project Evaluator</td> <td>Budgeted</td> </tr> </tbody> </table>	Responsible Party	Budget Type	Project Director	Budgeted	Project Evaluator	Budgeted		
Responsible Party	Budget Type								
Project Director	Budgeted								
Project Evaluator	Budgeted								
Evaluation Activity 3-E-3	Key Informant Interview								
Description of the instrument to be used or developed:	Develop or adapt and modify existing Key Informant Interview (KII) from CTCP funded agencies, including TCEC on smoke-free tribal casinos with questions about challenges, SHS exposure in the workplace, and community support of developing and adopting a smoke-free casino policy.								
Sample size:	5								
Will follow-up interviews be conducted:	No								
Description of key informants:	Community leaders, business owners and allies of the casino								
Data collection method:	Face-to-face								
Method to analyze findings:	Content analysis								
Copyright:	Yes								
Program Percentage Deliverable:	3.50 %								
Period to be conducted:	07/13-12/13 01/14-06/14								
Period results will be analyzed and disseminated:	01/14-06/14								
Tracking Measures:	<table border="1"> <thead> <tr> <th>Measure</th> <th>Submit</th> </tr> </thead> <tbody> </tbody> </table>	Measure	Submit						
Measure	Submit								

	KII Instrument	Yes
	KII Summary Report	Yes
Responsible Parties:	Responsible Party	Budget Type
	Project Director	Budgeted
	Health Education Specialist	Budgeted
Evaluation Activity 3-E-2	Public Opinion Poll (including Public Intercept Survey)	
Description of the instrument to be used or developed:	Develop or adapt and modify existing Public Opinion Poll (POP) from TCEC, CCAP or other CTCP funded agencies on smoke-free tribal casinos with questions about SHS exposure in the workplace, frequency at which participants attend casinos, increase/decrease attendance if smoke free casino was available, and community support of developing and adopting a smoke-free casino policy.	
Sample size:	250	
Will follow-up polls be conducted:	No	
Data collection method:	Pen-to-paper	
Method to analyze findings:	Frequencies and percentages will be calculated to document support/opposition to policy strategies for a smoke free casino, knowledge of workplace SHS laws, and demographic information provided by survey participants.	
Copyright:	Yes	
Program Percentage Deliverable:	4.00 %	
Period evaluation activity will be conducted:	07/13-12/13 01/14-06/14	
Period results will be analyzed and disseminated:	07/13-12/13 01/14-06/14	
Tracking Measures:	Measure	Submit
	Summary Report	Yes
	Survey Instrument	Yes
Responsible Parties:	Responsible Party	Budget Type
	Project Director	Budgeted
	Health Education Specialist	Budgeted
	Program Aide	Budgeted
	Project Evaluator	Budgeted
	Volunteers	Non-Budgeted

Evaluation Activity 3-E-4	Evaluation Reporting	
Type of analysis:	The brief evaluation report will include frequency and other quantitative analysis of the POP and data collection training survey data, qualitative analysis summarizing results of the KII and discussion of any policy adoption at Enterprise Rancheria's Entertainment and Gaming Resort. Evaluation results will be presented in narrative form, with charts and graphs where appropriate to highlight key results.	
Methods to disseminate findings:	The Brief Evaluation Report will be shared with project staff and CDPH/CTCP staff. Survey findings will also be used to inform and educate key decision makers and the public as well as in presentations at professional meetings and conferences.	
Study limitations or challenges:	Challenges may be encountered in identifying appropriate key informants with sufficient knowledge of the casino and gaming environment.	
Copyright:	Yes	
Program Percentage Deliverable:	2.50 %	
Period evaluation report to be submitted:	01/14-06/14	
Tracking Measures:	Measure Brief Evaluation Report	Submit Yes
Responsible Parties:	Responsible Party Project Evaluator	Budget Type Budgeted

Demographic and Tobacco-Related Disease Profile

Procurement Name: Local Lead Agency 2013-2017 Guidelines

Contract Number: CTCP-13-58

Agency Name: Yuba County Health Services Department

Project Name: Yuba County Tobacco Education Program

Project Type: Local Lead Agency

Contract Term: 07/01/2013 - 06/30/2014

Effective Date: 07/01/2013

Plan Version ID: 0.3

Report Generated: 06/21/2013 10:44 AM

Is there an American Indian casino within the geographic service area of this project?

Health Jurisdiction

Health Jurisdiction Name: Yuba

Health Jurisdiction Characteristic: Rural

Region: North Valley Region

Three Largest Communities and Population:

Community	Population
Linda	17,773
Olivehurst	13,656
Marysville	12,072

Race/Ethnicity 2010 Census Data:

Ethnic / Racial Group	Percent of County Population
American Indian*	1.70%
Asian Alone	6.50%
Asian Indian**	0.60%
Chinese**	0.40%
Filipino**	1.00%
Japanese**	0.30%
Korean**	0.10%
Vietnamese**	0.10%
Other Asian***	4.20%
African American	2.90%
White	58.80%
Hispanic/Latino	25.00%

* Data are from the 2010 U.S. Census. Race/Ethnic Groups presented are "non-Hispanic/Latino" which is the reason the American Indian and Alaska Native data may reflect a smaller proportion of American Indian and Alaska Natives in the county or state than is reflected by other data sources.

** These proportions are out of the total Asian Population

*** Other Asian alone, or two or more Asian categories.

Smoking Prevalence Rates

Current Adult Smoking Rate 2011*
Yuba

County	State
26.40%	13.2%
* 2011 California Health Interview Survey. Rates with ** are regional rates.	
Current High School Smoking Rate 2010*	
Yuba	
County	State
14.10%	13.8%
* 2010 California Student Survey.	

**Age-Adjusted Cancer Incidence Rates
Lung and Bronchus, 2007-2009
Sierra - Yuba**

	Total		Men		Women	
	County	State	County	State	County	State
All Race	94.68	51.17	115.77	60.72	79.23	44.29
Black (non-Hispanic)	ID	66.04	ID	86.38	ID	52.54
White (non-Hispanic)	106.43	59.40	133.84	67.59	86.71	53.54
Hispanic	ID	28.70	ID	36.96	ID	22.82
Asian/Pacific Islander	ID	37.52	ID	50.69	ID	28.02

ID = Insufficient Data

Source: <http://www.cancer-rates.info/ca/index.php>

**Coronary Heart Disease Death Rate per 100,000, Age 35+
Smoothed Rate for Years 2007-2009
Yuba**

	Total		Men		Women	
	County	State	County	State	County	State
All Race	292.3	237.2	384.4	309.8	202.7	181.9
Black (non-Hispanic)	225.3	359.2	ID	453.0	ID	290.6
White (non-Hispanic)	336.4	256.4	454.8	339.8	222.8	192.8
Hispanic	155.0	184.3	178.8	231.7	135.4	146.4
American Indian and Alaskan Native	100.7	177.9	ID	238.9	ID	129.2
Asian/Pacific Islander	200.7	158.2	255.7	204.8	151.6	123.0

ID = Insufficient Data

Source: <http://apps.nccd.cdc.gov/DHDSAtlas/reports.aspx>

**Coronary Heart Hospitalization Rate per 100,000, Age 35+
Smoothed Rate for Years 2005-2007
Yuba**

	Total		Men		Women	
	County	State	County	State	County	State

All Race	23.3	20.6	28.5	26.6	18.4	15.8
Black (non-Hispanic)	21.1	22.7	30.1	23.9	9.4	22.0
White (non-Hispanic)	23.7	20.5	29.2	27.1	18.8	15.2
Hispanic	13.4	20.1	11.5	21.8	15.8	18.5

ID = Insufficient Data

Source: <http://apps.nccd.cdc.gov/DHDSPAtlas/reports.aspx>

Media Profile

Procurement Name: Local Lead Agency 2013-2017 Guidelines

Contract Number: CTCP-13-58

Agency Name: Yuba County Health Services Department

Project Name: Yuba County Tobacco Education Program

Project Type: Local Lead Agency

Contract Term: 07/01/2013 - 06/30/2014

Effective Date: 07/01/2013

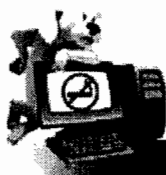
Plan Version ID: 0.3

Report Generated: 06/21/2013 10:44 AM

Local Radio Station	Language
KCYC 104.7 FM	English
KHHZ CASH 97.7	Spanish
KKCY 103.1 FM Country	English
KMJE Sunny 101.5 FM	English
KMYC 1410 AM Talk	English
KNCO 830 AM Talk	English
KNCO STAR 94.1 FM	English
KNCO Star 94.3 FM	English
KUBA 1600 AM Local Talk	English

Local Television Station	Language
none	Other

Newspaper	Language
Appeal Democrat	English
El Hispano Newspaper	Spanish
Rabbit Creek Journal	English
Territorial Dispatch	English
Wheatland Citizen	English

**OTIS**

California Department of Public Health, California Tobacco Control Program

Online Tobacco Information System

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Select Contact(s)

PROJECT DIRECTOR

The Project Director will receive all program and administrative communications from CTCP subcontractors.

The OTIS User associated with this contact will receive automatic email messages from OT. Please check that an active OTIS user account is listed below.

Name:	Karah Glavaris
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Fax:	530-749-6397
Cell:	
OTIS User Account:	Glavaris, Karah Edit This Directory

PRIMARY TOBACCO CONTACT

Name:	Karah Glavaris
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Fax:	530-749-6397
Cell:	
OTIS User Account:	Glavaris, Karah Edit This Directory

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Select Contact(s)

AGENCY FISCAL OFFICER

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Fax: 530-749-6281
Cell:
OTIS User Account: Brown, Tammy
[Edit This Directory Information](#)

DAY-TO-DAY FISCAL CONTACT

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Phone: 530-749-6355
Fax: 530-749-6281
Cell:
OTIS User Account: Sartell, Cynthia
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These contacts are REQUIRED if your agency is one of the 61 city/county health jurisdiction

Select Contact(s)

HEALTH OFFICER**Name:** Dr. Michael Kinnison**Title:** Interim Health Officer**Address:** 5730 Packard Ave.
Suite 100
Marysville, CA 95901**Email:** bmathews@co.yuba.ca.us**Phone:** 530-749-6358**Fax:** 530-749-6397**Cell:****OTIS User Account:** Glavaris, Karah[Edit This Directory Information](#)**DIRECTOR OF HEALTH****Name:** Mrs. Suzanne Nobles**Title:** Director of Health and Human Services**Address:** 5730 Packard Ave.
Suite 100
Marysville, CA 95901-6132**Email:** bmathews@co.yuba.ca.us**Phone:** 530-749-6358**Fax:** 530-749-6397**Cell:****OTIS User Account:** Glavaris, Karah[Edit This Directory Information](#)[MyOTIS](#) | [My Account](#) | [My Agency](#) | [Help](#) | [FAQs](#) | [CTCP Contacts](#) | [Log Out](#)Developed and Produced by the Center for Information Management & Educational Services, F
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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



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: August 27, 2013

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

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

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

DISCUSSION: In June 2013, the Agreement was revised by DHCS and the California Welfare Directors Association (CWDA) with input from counties. The revised Agreement sets forth new and revised protocols and controls to ensure the privacy and security of Medi-Cal PII by counties. It also includes computer security safeguards which have been reviewed and approved by Yuba County's Information Technology Department.

COMMITTEE: The Human Services Committee recommended approval on August 13, 2013.

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

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

PREAMBLE

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

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

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

DEFINITIONS

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

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

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

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's SAWS Consortium, or a contractor, subcontractor or vendor of the County.

AGREEMENTS

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

I. PRIVACY AND CONFIDENTIALITY

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

II. PERSONNEL CONTROLS

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

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII, including;
 - 1. Provide privacy and security awareness training to each new County Worker within 30 days of employment and thereafter, provide ongoing refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII at least annually;
 - 2. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;
 - 3. Retain the most recent training records for a period of three years after completion of the training.

- B. ***Employee Discipline.*** Apply appropriate sanctions against workforce members, who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

- C. ***Confidentiality Statement.*** Ensure that all County Workers, who assist in the administration of Medi-Cal, and use or disclose Medi-Cal PII, sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and the most recent version shall be retained for a period of three years.

- D. ***Background Check.*** Conduct a background screening of a County Worker before a County Worker may access DHCS PII. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees, who are authorized to bypass significant technical and operational security controls. The County Department shall retain each County Worker's most recent background check documentation for a period of three years.

III. **MANAGEMENT OVERSIGHT AND MONITORING**

The County Department agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII.

- B. Ensure ongoing management oversight including periodic self-assessments and random sampling of work activity by County Workers, who assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. DHCS shall provide the County Department with information on the Medi-Cal Eligibility Data System (MEDS) usage anomalies for investigation and follow-up.
- C. Ensure these management oversight and monitoring activities are performed by County Workers, whose job functions are separate from those, who use or disclose Medi-Cal PII as part of their routine duties.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County agrees to:

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

V. PHYSICAL SECURITY

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

- A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use or disclose Medi-Cal PII. The County Department shall ensure these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Issue County Workers, who assist in the administration of Medi-Cal identification badges and require County Workers to wear these badges at the County Department facilities where Medi-Cal PII is stored or used.
- C. Ensure each physical location, where Medi-Cal PII is used or stored, has procedures and controls that ensure an individual, who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- D. Ensure there are security guards or a monitored alarm system with or without security cameras 24 hours a day, seven days a week at the County

Department facilities and leased facilities where a large volume of Medi-Cal PII is stored.

- E. Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII have perimeter security and access controls that limit access to only authorized Information Technology (IT) staff. Visitors to the data center area must be escorted by authorized IT staff at all times.
- F. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use, meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airplanes.
- G. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop encryption.** All workstations and laptops, which store Medi-Cal PII either directly or temporarily, must be encrypted using a FIPS 140-2 certified algorithm 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk.
- B. **Server Security.** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

- F. **Patch Management.** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches deemed as high risk must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Medi-Cal PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **User Access.** Exercise management control and oversight, in conjunction with DHCS, of the function of authorizing individual user access to Social Security Administration (SSA) data, MEDS, and over the process of issuing and maintaining access control numbers and passwords.
- I. **Data Destruction.** When no longer needed, all Medi-Cal PII must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.
- J. **System Timeout.** The system providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- K. **Warning Banners.** All systems providing access to Medi-Cal PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- L. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process, initiates a request for Medi-Cal PII,

or alters Medi-Cal PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Medi-Cal PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.

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

N. **Transmission encryption.** All data transmissions of Medi-Cal PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and E-Mail.

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

VII. AUDIT CONTROLS

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

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

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

D. **Anomalies.** Investigate anomalies in MEDS usage identified by DHCS and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. ***Emergency Mode Operation Plan.*** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of Medi-Cal PII, must include sufficient environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. ***Data Backup Plan.*** The County Department must have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Medi-Cal PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Medi-Cal data.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Medi-Cal PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. ***Escorting Visitors.*** Visitors to areas where Medi-Cal PII is contained shall be escorted and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- C. ***Confidential Destruction.*** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. ***Removal of Data.*** Medi-Cal PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of DHCS.
- E. ***Faxing.*** Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

- F. **Mailing.** Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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

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

- A. **Initial Notice to DHCS.** (1) To notify DHCS **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured Medi-Cal PII in electronic media or in any other media if the PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the SSA. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PII, notice shall be provided by calling the DHCS ITSD Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "County Use" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>
Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. *Investigation and Investigative Report.*** To immediately investigate a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, within 72 hours of the discovery, the County Department shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
- C. *Complete Report.*** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten working days of the discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
- D. *Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Manager, the DHCS Privacy Officer and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns

notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

- E. Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
Program Integrity and Security Unit Policy Operations Branch Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Telephone: (916) 552-9200	Privacy Officer c/o: Office of HIPAA Compliance DHCS Privacy Office, MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office, MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated into this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements, Guidelines, and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

XII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

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

XIII. ASSESSMENTS AND REVIEWS

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

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

XV. AMENDMENT OF AGREEMENT

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

XVI. TERMINATION

This PSA shall terminate three years after the date it is executed, unless the parties agree in writing to extend its term. All provisions of this PSA that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the PSA, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated

immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PHI and PCI in accordance with Section VI.I, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PCI is destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

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

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

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

(Signature)
Andy Vasquez,

(Date)
Chairman
Yuba County Board of Supervisors

For the Department of Health Care Services,

(Signature)
Toby Douglas

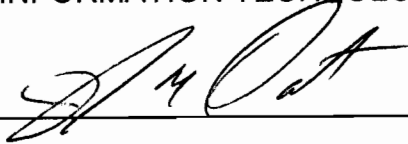
(Date)
Director

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:
INFORMATION TECHNOLOGY



JOSEPH OATES, MANAGER
(Name and Title)

Exhibit A: Agreement between SSA and CHHS, and Agreement between SSA and DHCS with Attachment "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the SSA." These are sensitive documents that are provided separately to the County's privacy and security office.

The County Of Yuba

337-13

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 JA

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

DATE: August 27, 2013

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 2013/2014 totaling \$277,769.

COMMITTEE ACTION:

This requires no committee action as it has been an ongoing program with Marysville Joint Unified School District 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 2013/2014 budget.

AGREEMENT

This Agreement is made and entered into this 13th day of August, 2013, 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, 2013 and ending June 30, 2014.
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 \$56,673 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.

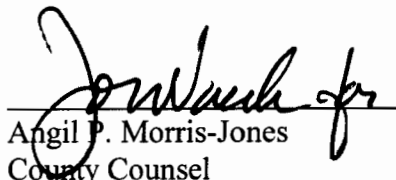
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

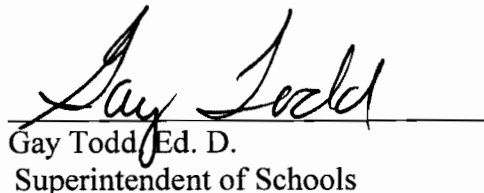
COUNTY OF YUBA:

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
<p>Actual Salary & Benefit Cost: \$ 89,957</p> <p style="margin-left: 40px;"> Salary \$ 60,318 Medicare 875 PERS 11,426 Health Ins 14,394 Life Ins 31 Unemployment Ins 302 Workers Compensation 2,611 </p>	
<p>Salary & Benefits to be paid by Yuba County Non-General Funds: (33,284)</p>	
<p>A Salary to be paid by Marysville Joint Unified School District:</p> <p style="margin-left: 40px;">1 - Deputy Probation Officer</p>	<p style="text-align: right;">38,000</p>
<p>B. Benefits to be paid by Marysville Unified School District:</p> <p style="margin-left: 40px;"> Medicare 551 PERS 7,199 Health & Life Insurance 9,088 Unemployment Insurance 190 Workers Comp <u>1,645</u> Subtotal Benefits: 18,673 Total Salary and Benefits: 56,673 </p>	
<p style="text-align: right;">TOTAL CONTRACT AMOUNT</p>	<p style="text-align: right;">\$56,673</p>

AGREEMENT

This Agreement is made and entered into this 13th day of August, 2013, 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, 2013 and ending June 30, 2014.
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 \$70,820 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:

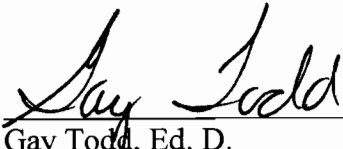
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



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:		\$ 124,245
Salary	\$ 84,928	
Medicare	1,231	
PERS	16,088	
Health Insurance	18,931	
Life Insurance	31	
Unemployment Insurance	425	
Worker's Compensation	2,611	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(53,425)
A	Salary:	
	1 – Deputy Probation Officer	\$48,409
B.	Benefits:	
	Medicare	702
	PERS	9,171
	Health & Life Insurance	10,808
	Unemployment Insurance	242
	Workers Compensation	1,488
	Subtotal Benefits:	\$22,411
	Total Salary and Benefits:	\$70,820
TOTAL CONTRACT AMOUNT		\$70,820

AGREEMENT

This Agreement is made and entered into this 13th day of August, 2013, 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, 2013 and ending June 30, 2014.
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 \$93,937 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.

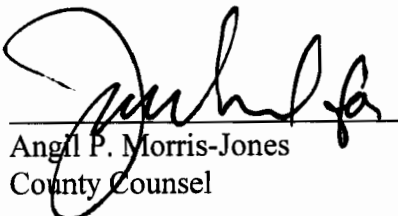
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

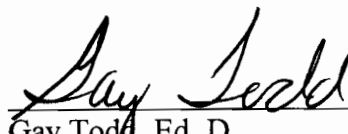
Chairman of the Board of Supervisors

Approved as to form:

MARYSVILLE JOINT UNIFIED
SCHOOL DISTRICT:



Angil P. Morris-Jones
County Counsel



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:		\$ 102,105
Salary	\$ 67,422	
Medicare	0	
PERS	12,772	
Health Insurance	18,931	
Life Insurance	31	
Unemployment Insurance	338	
Worker's Compensation	2,611	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(8,168)
A	Salary:	
	1 - Deputy Probation Officer/Supervising Group Counselor	62,028
B.	Benefits:	
	Medicare	0
	PERS	11,752
	Health & Life Insurance	17,445
	Unemployment Insurance	310
	Workers Compensation	<u>2,402</u>
	Subtotal Benefits:	31,909
	Total Salary and Benefits:	93,937
		\$93,937

AGREEMENT

This Agreement is made and entered into this 13th day of August, 2013, 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, 2013 and ending June 30, 2014.
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 \$56,339 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.

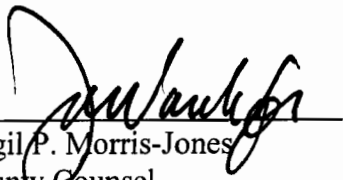
ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

COUNTY OF YUBA:

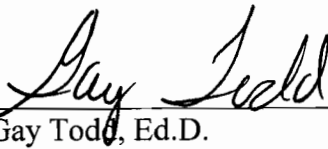
Chairman of the Board of Supervisors

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:		\$ 79,351
Salary	\$ 49,368	
Medicare	716	
PERS	7,369	
Health Insurance	19,009	
Life Insurance	31	
Unemployment Insurance	247	
Worker's Compensation	2,611	
Salary & Benefits to be paid by Yuba County Non-General Funds:		(23,012)
A	Salary:	35,051
	1 – Intervention Counselor	
B.	Benefits:	508
	Medicare	5,233
	PERS	13,518
	Health & Life Insurance	175
	Unemployment Insurance	<u>1,854</u>
	Workers Compensation	21,288
	Subtotal Benefits:	56,339
	Total Salary and Benefits:	
TOTAL CONTRACT AMOUNT		\$56,339



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THE COUNTY OF YUBA
 BOARD OF SUPERVISORS



— P R O C L A M A T I O N —
 HONORING
 SALLY WATERS SOKOLOSKI

WHEREAS, Sally Waters Sokoloski grew up in Eureka California, attended St. Bernard's Catholic School from kindergarten through high school, and went on to attend Humboldt State University where she graduated with honors and a degree in Speech Pathology and a Masters in Special Education; and


WHEREAS, in 1973 Sally moved to Marysville and began working for the Yuba County Office of Education, first as a Speech Therapist and over the next 40 years, through a series of promotions became the Assistant Superintendent; and

WHEREAS, Sally has chaired, served as a member, been appointed to, or in some way assisted with numerous councils, committees and sub-committees, including helping create and publish the "Children's Report Card" for Yuba County Children's Council, served as the Special Education Administrators of County Offices (SEACO) Legislative Chairperson in 2007 and 2008, and was instrumental in obtaining the licensing and opening of the Plumas Lake Child Development Center; and

WHEREAS, countless hours of community service and volunteer work give testament to Sally's strength in developing strong and healthy relationships with co-workers, committees, family and the community at large; Sally has received numerous awards based on her volunteerism and dedication including the "Educator's Who Make a Difference" award on six separate occasions.

NOW THEREFORE, the Yuba County Board of Supervisors hereby commends Sally Sokoloski for her 40 years of dedicated service to the children and citizens of Yuba County and wishes her a happy retirement.




 CHAIRMAN


 CLERK OF THE BOARD OF SUPERVISORS

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THE COUNTY OF YUBA BOARD OF SUPERVISORS — PROCLAMATION —



PROCLAIMING SEPTEMBER 2013 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 2013, 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 2013 as Prostate Cancer Awareness Month.


CHAIRMAN




CLERK OF THE BOARD OF SUPERVISORS

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County of Yuba, California
Office of the County Administrator



To: Chairman and Board of Supervisors

From: John Fleming, Economic Development Coordinator
Brynda Stranix, President, Yuba Sutter EDC
Mary Hansen, Airport Manager and Enterprise Zone Director

Subject: **2013 Mid-Year Economic Development Report**

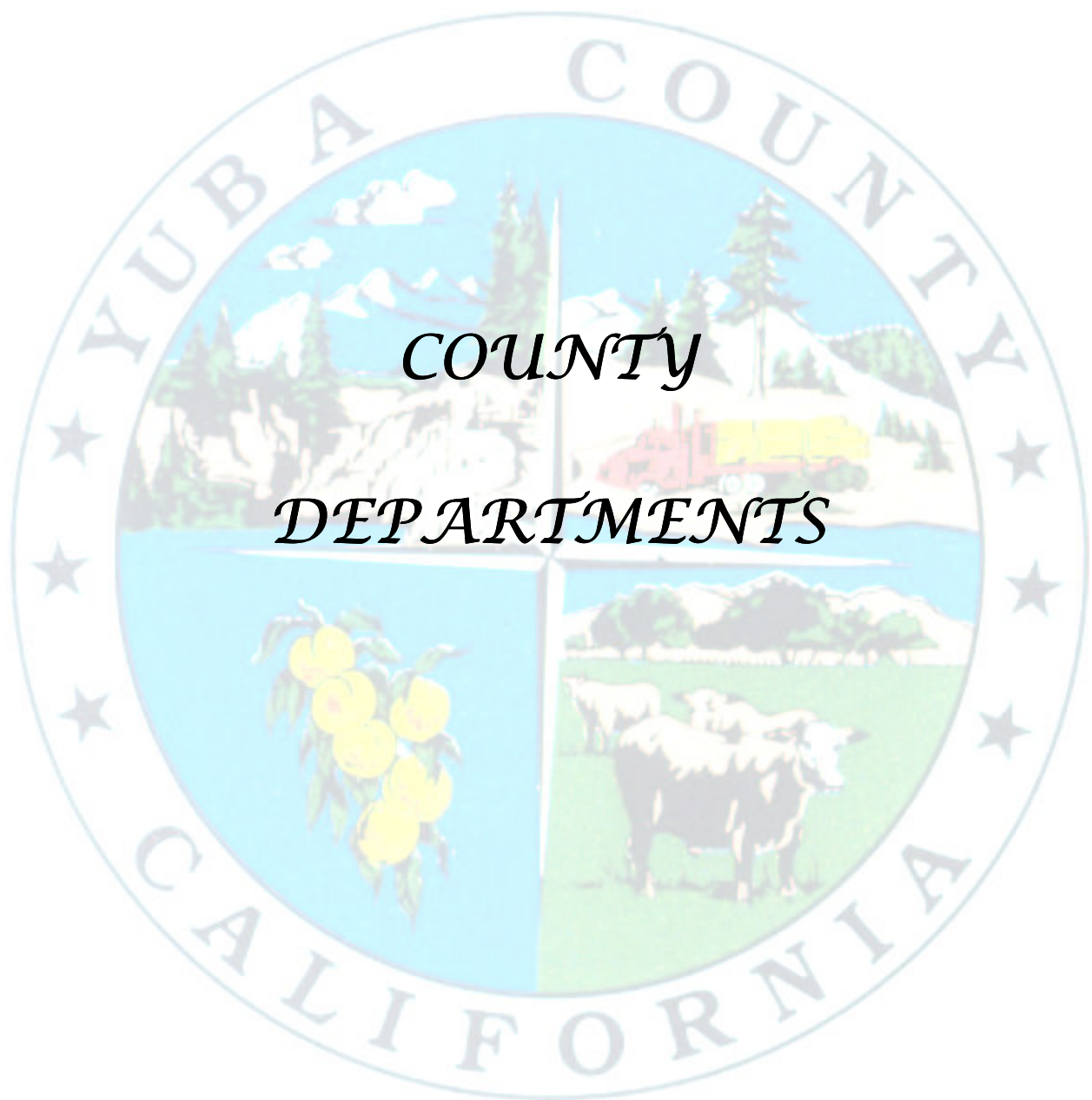
Date: August 27, 2013

Your economic development staff updates an Economic Development Work Plan, and annually provides a public presentation. In an effort to keep you apprised of current issues, a mid-year report has been created to provide the latest economic development-related projects and updates.

During the first seven months of 2013 economic development staff met and coordinated meetings with dozens of developers, site selectors, and interested investors. As part of this effort, staff attended tradeshow and conferences, and provided Yuba County economic development presentations to service clubs and other organizations. Staff participates in numerous organizations and serves on boards including the Workforce Investment Board (WIB), MJUSD's ROP Program, UpState California Economic Development Council, SACTO, and Comstock's Business Magazine.

Enclosed is a list of infrastructure improvement priorities, numerous commercial and retail development projects staff will attempt to fast-track, notable Yuba County activities and events occurring January 1–June 30, 2013, a business attraction synopsis, and demographics including statistics for Employment, Development, Agriculture, and Taxable Sales. A proposed conference and tradeshow schedule for FY 2013-2014, and Yuba County product/project list have also been included for your review.

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COUNTY
DEPARTMENTS

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The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Wheatland / Yuba County Master Tax Sharing Agreement
DATE: August 27, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors discuss the reconsideration of the Wheatland / Yuba County Master Tax Sharing agreement, previously presented to the Board of Supervisors on April 23, 2013, and provide direction to staff as appropriate.

BACKGROUND

On April 23, 2013, the Board of Supervisors considered the Master Tax Sharing agreement (staff memo and related items attached). Upon a vote of the Board of Supervisors, the motion did not pass. Further clarification and information was requested by members of the Board of Supervisors concerning project(s) associated with anticipated annexation which included, but were not limited to: Agriculture Preservation, Transportation, Flood Control and Air Quality.

DISCUSSION

Subsequent to the Board of Supervisors meeting of April 23, 2013, two members of the Board of Supervisors met in July 2013 with Wheatland representatives to discuss the above stated issues. Reconsideration of the agreement has been requested by the Wheatland City Manager.

FISCAL IMPACT

There is no fiscal impact associated with reconsideration of the agreement.



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/te*
RE: Resolution Approving a Master Tax Sharing Agreement between Yuba County and the City of Wheatland
DATE: April 23, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors adopt the attached joint resolution and Master Tax Sharing Agreement between Yuba County and the City of Wheatland.

BACKGROUND

Over the last several years, staff members from the City of Wheatland and Yuba County have engaged in discussions concerning tax sharing agreements. Approximately two years ago, the County and City adopted a tax sharing agreement for the annexation of Bishop's Pumpkin farm from the County to the City. Both property and sales tax were agreed to be shared 50% - 50% and 87.5% - 12.5% respectively.

Staff has continued to discuss the benefit of a Master Tax Sharing agreement rather than creating individual tax sharing agreements for annexations that may occur over time. Within the last six months, the City of Wheatland has moved forward on the Johnson Rancho and Hop Farm projects, which have been submitted to the Yuba County Local Area Formation Commission (LAFCO) for the approval of the annexations.

Both Yuba County and Wheatland have completed updates to their General Plans to accommodate future urban growth in both the County, within the Valley Growth Boundary identified in the County's 2030 General Plan, and the City, within their current Sphere of Influence. Since both parties have conducted diligent planning efforts for their respective growth, it is prudent to engage in the development of a master tax sharing agreement that would identify how tax revenues would be divided to cover both the County's and City's costs to provide services for lands annexed into the City within Wheatland's current Sphere of Influence.

DISCUSSION

Upon engaging in our discussions, staff from both entities felt it was necessary to develop guiding principles in advance of the particulars of a master tax sharing agreement. Those guiding principles consisted of several objectives and key points:

Objectives

- The County will have sufficient revenues to cover county-wide services related to the annexation areas;
- The City will have sufficient revenues to provide full municipal services to the area within its city limits, and;
- The City will be a full service city providing all of the necessary municipal services to the City. For any municipal services that the County provides to the City, the City will cover its share of those costs.

Key Points

- The County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation). Property tax sharing will only occur on the marginal increases in property assessment (i.e. the property tax base due to the County will be established at the time of annexation, and only the tax increment will be subject to tax sharing.
- Tax sharing agreements shall be limited to property and sales tax sharing.
- The net property tax increment above the base rate shall be split equally between the City and the County. The County will retain 100% of the base rate as established through the agreement.
- Sales Tax within any newly annexed area shall be split 87.5% to the City and 12.5% to the County.
- The City and County will agree to support a future northern boundary of the City's Sphere of Influence generally located along the southeast side of South Beale Road and outside of the County's Valley Growth Boundary, however, the Ostrom Road landfill will remain outside the City's Sphere of Influence and within the unincorporated County unless jointly agreed upon by both the City and the County.

As discussions progressed, several details emerged as final deal points for the Master Tax Sharing Agreement. The following bullet points provide a summary only of the final deal points, contained in the joint resolution, presented before the Board of Supervisors:

- The Term of the Agreement is for 20 years with two (2) five year extensions.
- The effective date of the Agreement is the July 1st following the date of approval by the last governing board to adopt and approve the Agreement.
- The Agreement will apply to all annexations by the City of Wheatland that occur within their current Sphere of Influence as identified and adopted by the Yuba County LAFCO (see attached map).

- The sharing of property tax and sales tax revenues relates to only those received by the County (and for future revenues, the County and City) and not by the State of California or any special district or agency.
- The County retains 100% of its share of the base property tax for an annexed area, with the base year being the fiscal year the annexation was completed.
- The County and City share equally (50/50) the property tax increment that exceeds the base year.
- The County and City share the Bradley-Burns portion of sales tax, with 87.5% to the City and 12.5% to the County.
- The anticipated year the Agreement will be effective will be July 1, 2013.
- Future City Sphere of Influence requests to LAFCO - County will not oppose a City request to amend the City Sphere of Influence consistent with the provisions contained in the agreement.
- The County and City agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it continues to develop.
- In order to mitigate impacts associated with County facilities due to development, the City agrees to adopt the County Facility Impact fee study, and collect those fees for development on properties that were annexed into the City and covered by this Agreement. Fees collected will be specific for County facilities related to Health and Human Services, Law Enforcement, Criminal Justice, Libraries and General Government.

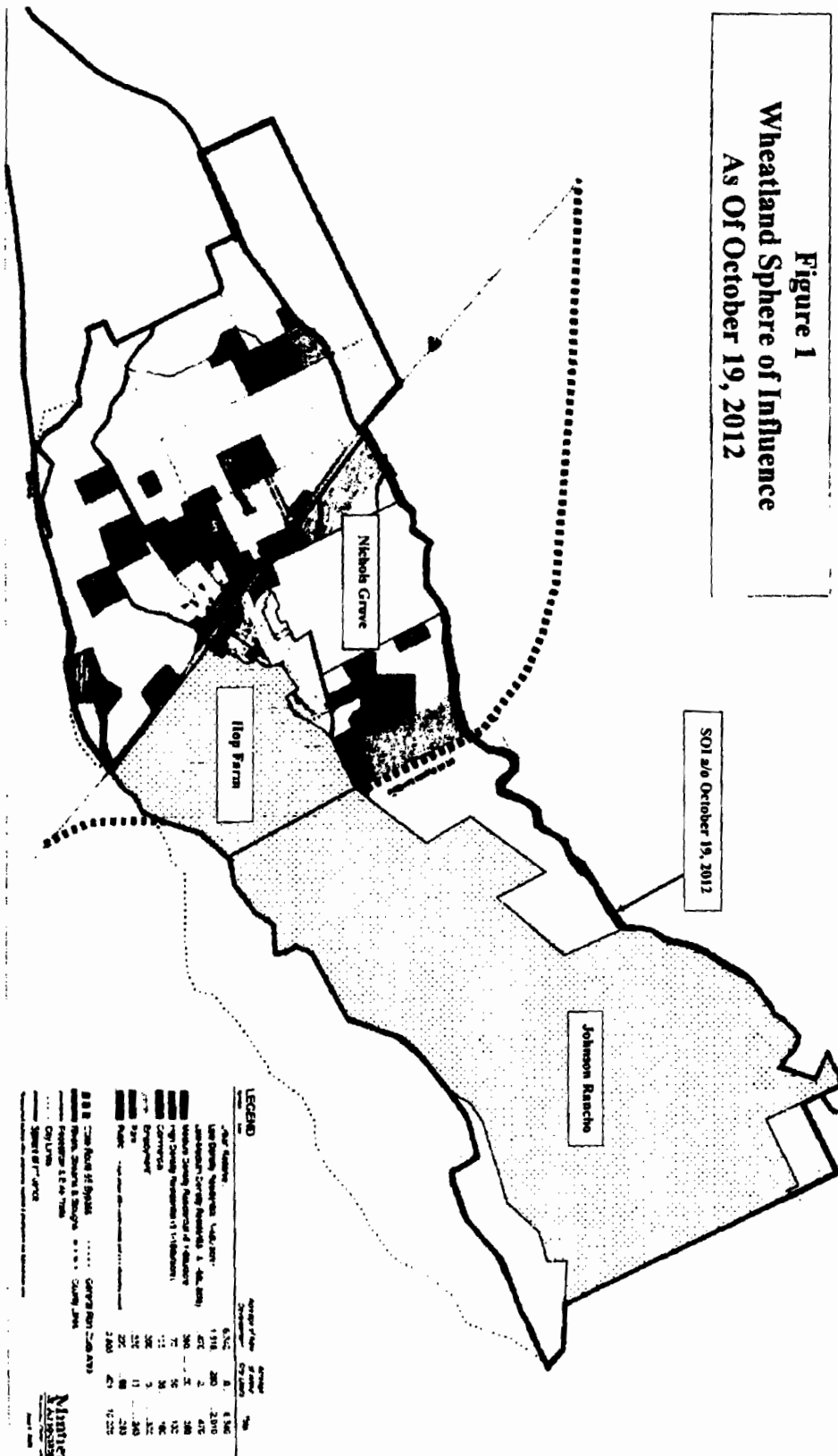
The Wheatland City Council is also considering approval of this agreement at an upcoming council meeting.

FISCAL IMPACT

The intended fiscal impact is to provide the City and County with sufficient revenues to support city and countywide services to residents for annexed areas.

cc: C. Richard Eberle, Auditor-Controller
 Dan Mierzwa, Treasurer-Tax Collector
 John Benoit, LAFCO Executive Director
 Steve Durfor, Sheriff
 Bruce Stottlemeyer, Assessor
 Terry Hansen, Clerk-Recorder
 Kevin Mallen, CDSA Director

SOI a/o October 19, 2012



RECEIVED

MAR 4 2013



COUNTY ADMINISTRATOR

City of Wheatland

111 C Street

Wheatland, California

95692

TELEPHONE: (530) 633-2761

FAX (530) 633-9102

February 28, 2013

Mr. Robert Bendorf, CAO
915 8th Street
Marysville, CA 95901

Subject: Wheatland Tax Sharing Agreement

Dear Robert,

After over two years of discussions and negotiations over a proposed tax sharing agreement between Wheatland and Yuba County, I now believe that it is appropriate to take the matter to our respective Board and Council. Since I will be out of the office for the next two weeks I would respectfully request that you schedule the matter for your Board's consideration later in the month of March. I sincerely appreciate all of the effort you and your staff have made to make this proposed agreement possible.

Please let me know when this might appear on an upcoming agenda so that I might be able to schedule Mayor West or another Council Member to attend.

Thanks for your continued cooperation.

Sincerely,

Stephen L. Wright
City Manager

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COUNTY OF YUBA RESOLUTION NO. _____

CITY OF WHEATLAND RESOLUTION NO. 26-12

**JOINT RESOLUTION AND AGREEMENT
BY COUNTY OF YUBA AND CITY OF WHEATLAND
CONCERNING MASTER TAX EXCHANGE
RELATING TO CITY ANNEXATIONS**

BE IT RESOLVED by the Board of Supervisors of the County of Yuba ("County") and the City Council of the City of Wheatland ("City") that they make and approve this joint resolution and agreement ("Agreement") as follows:

1. Recitals. This Agreement is made with reference to the following background recitals:

1.1. County and City each have adopted a General Plan that provides for appropriate growth and development in their respective growth areas. By this Agreement, the parties seek to ensure the long-term fiscal health and viability of each jurisdiction consistent with the goals and objectives of their General Plans.

1.2. The parties recognize that City residents are residents of both the City and County and that those residents rely on both the City and County for important local government services. The parties desire to ensure that both the County and City have sufficient revenue and fiscal strength to provide the quality services desired by both residents in the City and those in the unincorporated area.

1.3. City and landowners around the City from time to time seek to annex land to the City. The Yuba County Local Agency Formation Commission therefore periodically will receive applications for changes of organization and reorganizations involving annexation to the City.

1.4. The LAFCO Executive Officer is prohibited by law from issuing a certificate of filing for any such application until the City and County determine, pursuant to Revenue and Taxation Code section 99, the amount of property tax revenue to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should a change of organization or reorganization be approved. Section 99(d) authorizes a county and a local taxing agency to enter into a master property tax exchange agreement. City and County are the two local taxing agencies whose service areas and responsibilities would be altered should there be an annexation of territory to the City. The parties acknowledge that annexation of territory to City would not impact the service area or responsibility of any special district in such a manner that it is necessary to negotiate a property tax exchange involving any special district.

1.5. State Constitution article XIII, section 29(b) and Government Code sections 55700 to 55707 authorize counties and cities to enter into agreements to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor statute, that is

collected for them by the state. State law requires that any sales/use tax exchange agreement be approved by a two-thirds vote of the governing body of each jurisdiction that is a party to the contract.

1.6. Pursuant to Government Code section 55704, County and City find and determine that one or more retailers have been established, or will be established, in the Annexation Area and that consumers residing in both City and the unincorporated area of County are, or will be, purchasing tangible personal property from such retailers. The parties therefore have determined that equity requires that the Sales Tax Revenue from retailers within the Annexation Area be distributed and apportioned in a fair and just manner to both parties pursuant to this Agreement.

1.7. County and City after negotiations have reached an understanding regarding the exchange of various taxes and other matters relating to annexations to City. The parties enter into this Agreement pursuant to Constitution article XIII, section 29(b), Government Code sections 55700 to 55707, Revenue and Taxation Code section 99, and other applicable law.

1.8. In agreeing to the revenue sharing provisions of this Agreement, the parties intend as follows: that County will have sufficient revenues to cover County-wide services related to the Annexation Areas; that City will have sufficient revenues to provide full municipal services to the areas (including future Annexation Areas) within its City limits; that City will be a full service city providing all of the necessary municipal services; that, for any municipal services that County provides directly to City, City will cover its share of those costs; that County's revenue stream will not be lowered due to annexation of lands into the City (excluding any lowering of property values by the County Assessor not related to annexation); and, that property tax sharing between County and City will occur only with respect to post-annexation increases in property assessment (i.e., only the tax increment will be subject to property tax sharing).

2. Definitions. The following definitions apply to this Agreement:

2.1. "Annexation Area" means the territory of the annexations to City as approved by LAFCO during the applicability of this Agreement.

2.2. "Effective Date" has the meaning set forth in section 3.1.

2.3. "LAFCO" means the Yuba County Local Agency Formation Commission.

2.4. "Property Tax Revenue" means the revenue from ad valorem taxes on real property within the meaning of California Constitution article XIII A, section 1 and Revenue and Taxation Code section 95(c) that is levied and collected from within an Annexation Area.

2.5. "Sales Tax Revenue" means the revenue from the local sales and use taxes levied and received by City pursuant to the Bradley-Burns Uniform Local Sales and Use Tax (within the meaning of Government Code section 55702) that is levied and collected within an Annexation Area. Sales Tax Revenue does not include revenue levied and collected by City pursuant to the City Transactions and Use Tax adopted by City Ordinance No. 421 or

any extension of that ordinance or any other local City transactions and use tax adopted by the voters of City.

2.6. "Tax Increment" means the incremental increase in property taxes attributable to post-annexation increases in property assessment. Decreases in property taxes attributable to decreases in property assessment shall mean the Tax Increment is equal to zero.

2.7. "Tax Rate Area" means that grouping of parcels used by the County Assessor for reporting and assessing values of real property by taxing jurisdiction and assisting the County Auditor-Controller in distributing property taxes.

3. Term and Termination.

3.1. This Agreement shall become effective upon the date of approval (the "Effective Date") by the last governing board to adopt and approve the Agreement as indicated by the dates set forth below. This Agreement shall continue in effect for 20 years from the Effective Date. At the end of 20 years, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the 20-year term. At the end of an extended five year term, this Agreement shall be extended for an additional five year term, unless a party provides written notice of nonrenewal to the other party prior to the expiration of the five-year term. At the end of the 20-year and each 5-year extension, the County and City will jointly fund an analysis to determine if the Agreement continues to be equitable, needs to be terminated or modified, and/or should have a firm expiration date.

3.2. Upon any termination of this Agreement, and except as otherwise may be agreed to by the parties pursuant to section 3.1, 5.6 or 13, the exchange of Property Tax Revenue and Sales Tax Revenue pursuant to sections 5 and 6 shall survive and continue post-termination with respect to (a) any Annexation Area annexed to City prior to termination, and (b) any Annexation Area annexed to City after termination if LAFCO issued its certificate of filing for the change of organization or reorganization prior to the termination of this Agreement.

4. Applicability. This Agreement applies to every change of organization and reorganization including the annexation of land to the City within the City's Sphere of Influence at the Effective Date of this agreement (see Figure 1) for which the LAFCO certificate of filing is issued by LAFCO after the Effective Date and prior to the termination of this Agreement.

5. Exchange of Property Tax Revenue. On and after the Effective Date, County and City shall exchange Property Tax Revenue as follows:

5.1. For purposes of this section related to the sharing of Property Tax Revenue, the following definitions shall apply:

"A" equals: The total tax rate in effect in the Tax Rate Area(s) of the Annexation Area during the fiscal year in which the annexation is completed, excluding any voter-approved tax rate(s) for the redemption of bonds. For purposes of this

Agreement, the date of completion of an annexation shall be determined pursuant to Government Code section 57202 (or successor statute).

"B" equals: The taxable assessed valuation of all property, both real and personal, of the Annexation Area as shown on all assessment rolls of the County of Yuba and the State of California for the fiscal year during which the annexation is completed.

"C" equals: The percentage of the total property taxes levied within the Tax Rate Area(s) of the Annexation Area in the fiscal year during which the annexation is completed that are distributed to the County General Fund.

5.2. **Base Year Revenue.** The amount of Property Tax Revenue equal to the product of "A" times "B" times "C" shall be retained by the County.

5.3. **Tax Increment.** For the fiscal year commencing after the completion of an annexation and every fiscal year thereafter, 50% of the annual property Tax Increment attributable to the County's portion of the property tax based on the Tax Rate Areas in the Annexation Area shall be transferred from County to City (i.e., the County share of the tax increment in the Annexation Area shall be split and distributed equally to County and City).

5.4. Either or both County and/or City are authorized to file this Agreement with LAFCO. Pursuant to Revenue and Taxation Code section 99, for any annexation to City within the applicability of this Agreement, the County Auditor-Controller shall adjust the allocation of Property Tax Revenue of the Annexation Area pursuant to the terms of this Agreement.

5.5. Exchange or reallocation of property taxes involving any special district with territory in any Annexation Area is not a part of this Agreement.

5.6. Five years after the Effective Date, County and City will jointly review the property tax sharing formula and the implementation of this Agreement to determine whether the parties' tax sharing agreement objectives are being met. If the review concludes that the objectives are not being met, then County and City agree to enter into good faith negotiations to arrive at a more equitable tax sharing agreement.

6. Exchange of Sales Tax Revenue. On and after the Effective Date, County and City shall exchange Sales Tax Revenue as follows:

6.1. City shall transfer quarterly to County a share of the Sales Tax Revenue from the Annexation Area in an amount equal to 12.5% of Sales Tax Revenue received by City from retailers in the Annexation Area, effective with the first full fiscal year commencing after the annexation is completed.

6.2. Pursuant to Government Code section 55706, a copy of this Agreement shall be transmitted to the County Auditor-Controller and City Administrative Services Director. Thereafter, upon the receipt of Sales Tax Revenue transmitted by the State Board of Equalization pursuant to Revenue and Taxation Code section 7204, the City shall allocate the revenue pursuant to the terms of this Agreement.

7. City Sphere of Influence.

7.1. City's sphere of influence will be reasonably sized to correlate with reasonably foreseeable growth for a period not to exceed 20 years. County and City agree to support a future boundary of the City sphere of influence, when the foreseeable growth necessitates it based on LAFCo regulations, that is generally located along the southeast side of South Beale Road and to the east of Highway 65; however, the Ostrom Road landfill will remain outside any future City sphere of influence and within the unincorporated area unless otherwise jointly agreed upon in writing by County and City. This Agreement will satisfy the requirements of Revenue and Taxation Code section 99 for any proposed annexation within the aforementioned future boundary. In addition, the County and City shall consider establishing compatible infrastructure, services, and land uses near the future City boundary.

7.2. The parties acknowledge that the County General Plan Valley Growth Boundary contained in the General Plan adopted by the County on June 7, 2011 applies to growth and development permitted by the County and that it does not apply to growth and development permitted within the City's incorporated boundaries.

7.3. County agrees that it will not oppose a City request to LAFCO to amend the City sphere of influence consistent with these provisions.

8. Transportation Infrastructure.

8.1. The parties agree to cooperate in good faith on the evaluation and development of regional transportation and traffic improvements, systems and funding to meet the regional transportation, street and highway needs of the area as it develops.

8.2. The City General Plan and any future amendments will consider traffic impacts to County relative to the County General Plan, as may be amended. The County General Plan and future amendments will consider traffic impacts to City relative to the City adopted General Plan, as may be amended.

8.3. City and County will discuss in good faith, the concept of a regional transportation planning effort (which may result in the creation of a regional transportation agency or joint powers authority similar to the South Placer Regional Transportation Agency in Placer County) in order to identify, prioritize, and jointly seek funding for southern Yuba County (i.e., south of Marysville) transportation system improvements, such as the Wheatland bypass, Goldfields Parkway, future freeway interchanges, and other regionally beneficial projects.

9. Facility Impact Fees

9.1 In order to mitigate the impacts associated with County Facilities due to development, the County has adopted a Facility Impact Fee schedule. A facility impact fee has been established and collected by the County for Criminal Justice, Law Enforcement, Health and Human Services, Library and General Government functions. The Facility Impact Fee provides a separate and lower fee specifically for impacts due to development within the incorporated City limits.

9.2 Notwithstanding any other provisions of this agreement, to the extent allowed by law, the City shall approve and collect the capital facilities fee specifically and separately identified for the incorporated city as established from time to time by the County for facility impacts due to development projects within an Annexation Area subject to this agreement. The County Facility Impact Fees collected by the city shall be paid to the County, to mitigate the impacts of growth within an Annexation Area on County capital facilities. The City and County shall work in a collaborative manner and in good faith to ensure that any update to the County's Facility Impact Fee provides for a specific fee for the development in the Annexation Area and that that fee does not duplicate any City Facility Impact Fees.

9.3 For purposes of this section, the City agrees to approve and begin collecting capital facilities fees identified in Section 9.2 no later than January 1, 2014. Payments to County shall be paid quarterly by the City.

9.4 In addition, City may seek in the future to establish particular citywide facilities (such as libraries). County and City agree to discuss and potentially modify the County facility impact fee schedule to avoid duplication of payment of County facility impact fees and City development fees.

10. Other Obligations and Limitations.

10.1 Annexation of new land into the City shall include the full road right of way for lands adjacent to and abutting County territory, (a) City will be responsible for providing full municipal services to the Annexation Area, including acceptance into the City's maintained mileage list reported to the State, the entirety of all previously County maintained roads that were within the Annexation Area and (b) County will no longer be obligated to provide any additional road improvements, beyond routine maintenance and customary road repair and replacement, on roads not accepted into the City's maintained mileage, but located adjacent to but not abutting the Annexation Area. Routine maintenance and customary road repair and replacement mean the level of road maintenance, repair and replacement provided by the County to roads in the unincorporated area generally.

10.2 In the event that City desires to contract with another local government agency for municipal services of a type that are provided by County, City first shall contact County and both parties will negotiate in good faith on the terms of a County-City services agreement. If an agreement cannot be reached, then City may elect to seek proposals from other agencies.

11. Audit. Either party may request that an independent audit of the Property Tax Revenue allocated to City or of Sales Tax Revenue distributed to County be performed at any time. The party requesting such an audit shall be solely responsible for the costs of the audit. The auditor shall be jointly selected by the County Administrator and the City Manager. If the audit discloses that a party received less revenue than it should have received under this Agreement, then City or County will make any adjustments required as a result of the audit within 60 days of receipt of the audit or such other time period as agreed to by the parties. The adjustment shall be in the form of a payment from the

overpaid party to the underpaid party consistent with the audit findings or such other remedy as agreed to by the parties. The scope of any audit and repayment obligation under this section shall be limited to the latest three completed fiscal years. If a party disagrees with the audit findings, then it may pursue a declaratory relief or other appropriate lawsuit to review the audit findings.

12. Default.

12.1. By City.

12.1.1. In addition to any remedies County may have at law or in equity in the event of default by City, County may withhold from Property Tax Revenue payments due to City an amount equal to the amount of Sales Tax Revenue and/or development impact fee collection as identified in section 8.3 that City has failed to pay to County in a timely manner, provided that County shall have first given City 30 days written notice of County's intent to offset.

12.1.2. In the event that City fails to transfer Sales Tax Revenue and/or collect and transfer development impact fees as identified in section 8.3 within the times specified in this Agreement, City shall pay interest to County compounded monthly at a rate equal to the County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

12.2. By County.

12.2.1. In addition to any remedies City may have at law or in equity in the event of default by County, City may withhold from Sales Tax Revenue payments due to County an amount equal to the amount of Property Tax Revenue that County has failed to pay to City in a timely manner, provided that City shall have first given County 30 days written notice of City's intent to offset.

12.2.2. In the event that County fails to transfer Property Tax Revenue within the times specified in this Agreement, County shall pay interest to City compounded monthly at a rate equal to the City's average pooled investment interest rate as of June 30 of the preceding fiscal year.

13. Reformation. County and City intend that this Agreement will result in a 50%/50% split in property Tax Increment revenue and an 87.5%/12.5% split in Sales Tax Revenue for Annexation Areas. County and City understand and acknowledge that this Agreement is based upon existing law at the time of the Agreement and that such law may be amended in the future. In the event of an amendment of state law that renders this Agreement invalid or inoperable or that denies a party the full benefit of this Agreement, in whole or in part, then County and City agree to enter into good faith negotiations to arrive at a new equitable tax sharing agreement consistent with the intentions of the parties in this Agreement.

14. General Provisions.

14.1. Execution. County authorizes the Chair of its Board of Supervisors and County Clerk to sign this Agreement on behalf of the County. City authorizes its Mayor and City Clerk to sign this Agreement on behalf of the City.

14.2. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except (a) those other documents that are expressly referenced in this Agreement, and (b) the County-City annexation-related tax sharing agreements that predate the date of this Agreement.

14.3. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

14.4. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14.5. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

14.6. Further Assurances. The parties, in order to carry out and give full effect to this Agreement, each shall use all reasonable efforts to provide such information, execute and deliver such further instruments and documents and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

14.7. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by both parties. Amendment requires approval by resolution adopted by the governing board of each party and, if the amendment relates to the exchange of Sales Tax Revenue, the resolution must be adopted by two-thirds vote of each governing board.

14.8. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

County:	City:
County Administrator County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901	City Manager City of Wheatland P.O. Box 395 111 C Street Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

PASSED, ADOPTED AND APPROVED by the Board of Supervisors of the County of Yuba on the ____ day of _____ 2013, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

Andy Vasquez, Chair
Board of Supervisors

Attest:

Donna Stottlemeyer, Clerk of the
Board of Supervisors

Approved as to form:



Angil Morris-Jones, County Counsel

PASSED, ADOPTED AND APPROVED by the City Council of the City of Wheatland on the
____ day of _____ 2013, by the following two-thirds vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

Rick West, Mayor

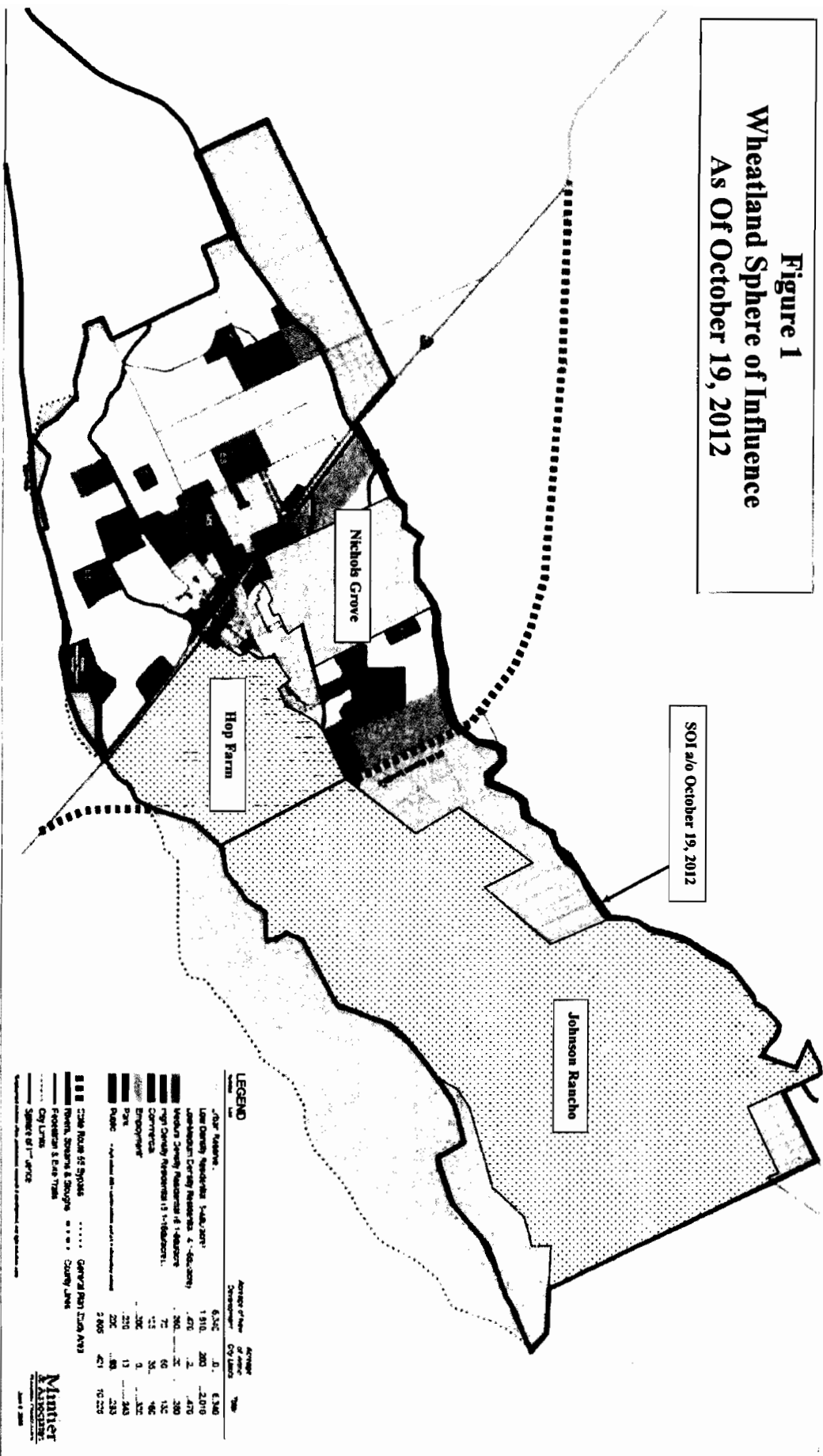
Attest:

Lisa J. Thomason, City Clerk

Approved as to form:

Richard P. Shanahan, City Attorney

SOI a/o October 19, 2012





The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
Jim Arnold, Chief Probation Officer
RE: Replacement of Juvenile Hall Building – Potential Grant
Opportunity
DATE: August 27, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Consider funding options for the construction of a tri-county Juvenile Hall / Rehabilitation Center; and
2. Consider alteration of the current Joint Powers Agreement (JPA) between Sutter and Yuba counties to include Colusa County; and
3. Consider direction to pursue these options, provide support for a legislative amendment and direct staff to report back to your Board with further information once available.

DISCUSSION

Under a JPA, Sutter and Yuba counties have operated the existing Bi-County Juvenile Hall since the 1970's. The 13,311 square foot facility was built in the 1940's and last renovated in 1976. The facility detains minors from Colusa, Sutter and Yuba counties, in addition to, youths from several other California counties under contract. The design is outdated and not conducive to efficient operations or programming requirements. Additionally, with the passage of the "Prison Rape Elimination Act", facilities are required to meet certain standards by 2017. These standards will be difficult and extremely costly to meet with the current facility.

In November 2010, Colusa County received an SB 81 Local Youthful Offender Rehabilitation Facilities Construction Grant award from the Corrections Standards Authority, now renamed the Board of State and Community Corrections (BSCC). The

award is for \$5,655,740 and requires a cash match of \$297,671, along with a 20% in-kind match of land, resulting in a total cash amount of \$5,953,411. In the interest of determining efficiencies with surrounding counties, the Chief Probation Officer for Colusa County, Bill Fenton, approached the Probation Chiefs for Yuba and Sutter to discuss formally consolidating the efforts of Colusa, Sutter, and Yuba counties and jointly funding a facility.

Currently, representatives from Yuba County's lobbying firm, Peterson Consulting, Incorporated (Karen Lang and Paul Yoder), along with representatives from the Department of Finance and the BSCC are working on language to include in a trailer bill that will allow grant recipient counties to redirect the grant to another county that will host a joint facility in conjunction with the grantee county and possibly other counties. Staff has been notified that this proposed change in legislation is enjoying support through the Governor's administration. If approved, Colusa County could provide its cash grant award and, when combined with land available in Yuba County near the current Juvenile Hall facility, meet the required in-kind land match. The details of the cash match of \$297,671 have yet to be negotiated.

ALTERNATIVES

Your Board could choose not to explore the options available for a tri-county facility; however, with new Federal requirements for correctional supervision being imposed by 2017, this is not recommended.

OTHER DEPARTMENT/AGENCY INVOLVEMENT

Colusa County, Yuba County, Sutter County Probation Department

ACTION FOLLOWING APPROVAL

Staff will continue to work with Colusa County to determine options/requirements for funding, constructing, and operating a joint facility.

FISCAL IMPACT

There is no fiscal impact related to directing staff to continue exploring facility options other than staff time. Any future costs, once determined, will be brought back to your Board for discussion and direction. However, it is anticipated based on millions of dollars of cost savings over the years by having a bi-county facility, additional economies could be actualized with there being a three party agreement.

STANDING COMMITTEE REVIEW

This item has not been considered by a standing committee of the Board, but has been placed on the agenda as an Appearance item.



*ORDINANCES
AND
PUBLIC HEARINGS*

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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



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: Board of Supervisors
FROM: Robert Bendorf, County Administrator *R.B./lc*
SUBJECT: Adopt Resolution Approving Rate Year 2014 Collection
Rate Adjustment as an Amendment to the Recology
Yuba-Sutter Collection Service Agreement
DATE: August 27, 2013

RECOMMENDATION

It is recommended that the Board of Supervisors adopt a resolution approving an amendment to the Recology Yuba Sutter Collection Service Agreement that adopts an overall rate increase for Yuba County customers of 4.53% for Rate Year 2014, which is effective October 1, 2013.

BACKGROUND

Recology Yuba-Sutter provided their rate application in April 2013 to the Regional Waste Management Authority (RWMA) and its member jurisdictions for Rate Year 2014.

Per the adopted Collection Service Agreements between Recology and the RWMA jurisdictions, collection service rates are to be adjusted using a Refuse Rate Index (RRI) for Rate Years 2013 and 2014 and a Detailed Rate Review for Rate Year 2015.

DISCUSSION

Financial expense information for the following cost categories are used per the RRI rate adjustment methodology: Labor, Fuel, Vehicle and Equipment Replacement, Vehicle and Equipment Maintenance, Disposal and All Other (utilities, insurance, etc.).

The RWMA, and their consultant Aurora Environmental, Inc. in conjunction with the RWMA administrators, reviewed the rate application. Final analysis of the application determined a 4.52% rate increase for residential and business customers of Recology Yuba-Sutter.

The actual rate increase for Yuba County for Rate Year 2014 is 4.53%. The additional 1/100th of a percentage point is due to a 3.76 percent increase in the operation of the Ponderosa Transfer Station which is unique to Yuba County.

On July 18th, the RWMA Board of Directors accepted the collection rate adjustment application evaluation report for Rate Year 2014, and directed staff to forward the final report and draft model collection service agreement amendment language to the member jurisdictions for their adaptation and use.

More detail regarding the primary factors that make up the rate increase are summarized in the attached report from Aurora Environmental, Inc. A summary of the primary factors, weighted percentage and RRI are:

Labor	1.31%
Fuel	0.04%
Vehicle and Equipment Replacement	0.12%
Vehicle and Equipment Maintenance	0.17%
Disposal	2.49%
All Other	0.28%

The disposal represents the most significant change as a factor in the RRI. The proposed rate increase per disposed ton changed from \$28.66 to \$33.25. The increase is due to the loss of the Nevada County disposal contract, thus diverting disposal tons by Nevada County to another landfill. RWMA jurisdictions experience the impact due to the “most favored nations” provision of the franchise agreements.

In addition, this rate review accounted for fuel price rate adjustments and the addition of \$184,952 in post-closure maintenance expenses for the Recology Yuba-Sutter Landfill in Marysville for Rate Year 2014. It should also be noted that for Rate Year 2013, \$181,682 was used for the same purpose, however, this figure was not calculated into the rates due to the transferring of that amount from the Rate Stabilization Fund (see description on next page).

Historical Rate Adjustments

The following are Rate Year adjustments since Rate Year 2008:

2008	0.00 %
2009	6.75 % (Largely due to 2008 fuel price increases)
2010*	0.00 % (Actual decrease of 4.22%)
2011	1.00 %
2012*	0.00 % (Actual decrease of 0.51%)
2013	3.75 %
2014	<u>4.52 %</u>

2.28% (Mean Average Rate Increase / Last 7 years)

1.61% (Adjusted Mean Average Rate Increase / Last 7 years when including 2010 and 2012 negative rate application adjustments).

The RWMA and local jurisdictions agreed to create a Rate Stabilization and Capitalization Fund (RSCF) in 2008. The purpose was to have an account that functions similar to a contingency or reserve. The intended fund use is to provide for severe fluctuations in rates due to cost of operation increases or capital projects that are required or have a need to be completed.

The RSCF was initially funded through a negative adjustment to rates based on the operations costs provided by Recology. There were two years in which the proposed Rate Year Adjustment was negative for rate payers in Yuba and Sutter counties. Those were Rate Years 2010 and 2012. The actual rates were set at a 0% increase with the surplus funds due to the reduction being placed in the RSCF.

The RSCF provides a benefit to rate payers by applying use of these funds to capital projects rather than having them amortized through rates for a period of years and for significant proposed increases.

The following 2014 Rate Year documents attached to this staff report are:

- Exhibit 1 – The adjusted rates for Yuba County
- Exhibit 2 – Aurora Environmental, Inc's final rate adjustment evaluation report for the RWMA (10 pages)
- Resolution approving the Collection Service Agreement Amendment for Rate Year 2014
- Amendment to the Collection Service Agreement for Rate Year 2014

COMMITTEE ACTION

This item was not taken to committee as it was previously approved by the RWMA Board of Directors.

FISCAL IMPACT

For the 2014 Rate Year, based on a 4.53% increase, the standard residential customer rate for program areas increases monthly from \$25.67 to \$26.80; an increase of one dollar and thirteen cents (\$1.13). For the non-program area the standard 96 gallon refuse cart monthly rate increases from \$28.75 to \$30.01, a monthly increase of one dollar and twenty-zix cents (\$1.26).

Rate changes for commercial users of waste services vary. The recommended commercial, residential and debris box rate sheets are attached.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING AN AMENDMENT)	Resolution No. _____
TO THE RECOLOGY YUBA SUTTER COLLECTION)	
SERVICE AGREEMENT AND APPROVING A 4.53%)	
RATE INCREASE FOR RATE YEAR 2014)	
_____)	

WHEREAS, the Board of Supervisors annually adjusts solid waste service rates in conjunction with the Collection Service Agreement and with appropriate justification from Recology Yuba Sutter; and

WHEREAS, on August 15, 2000, the Board of Supervisors adopted formal Rate Adjustment Guidelines which provide a standard framework for Recology Yuba Sutter to report the actual financial results of future operations; and

WHEREAS, on December 13, 2011, the Board of Supervisors amended, by way of a new Collection Service Agreement between Yuba County and Recology Yuba Sutter, the formal Rate Adjustment Guidelines, which continues to provide a standard framework for financial results and future operations using a combination of a Rate Refuse Index (RRI) and detailed rate adjustment applications to determine rate year adjustments; and

WHEREAS, the Regional Waste Management Authority (RWMA), of which Yuba County is a member, and Aurora Environmental Consulting, under the direction of the RWMA, reviewed the 2014 Rate Year application from Recology Yuba Sutter in accordance with the Rate Adjustment Guidelines; and

WHEREAS, in July 2013, the County of Yuba received the Final Evaluation Report prepared by Aurora Environmental, Inc. for the RWMA, wherein the rate adjustment application submitted by Recology Yuba Sutter was found to be complete and prepared in accordance with the Rate Adjustment Guidelines; and

WHEREAS, at the Regional Waste Management Authority meeting on July 18, 2013, the Board of Directors accepted the collection rate adjustment application evaluation report relative the Rate Year 2014 rate adjustment and directed staff to forward the final report and draft model collection service agreement amendment language to the member jurisdictions for their adaptation and use; and

WHEREAS, the RWMA Board of Directors has made a recommendation that each of the member agencies approve the proposed rate adjustment as shown in the attached Evaluation Report and Rate Schedule; and

WHEREAS, based on the foregoing, good cause has been shown to justify the new increased rate structure.

NOW, THEREFORE, BE IT RESOLVED that the Amendment to the Collection Service Agreement between the County of Yuba and Recology Yuba Sutter, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the collection of the increased rates set forth in this amendment to the Collection Service Agreement is to be effective October 1, 2013.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 27th day of August, 2013, by the following vote:

AYES:

NOES:

ABSENT:

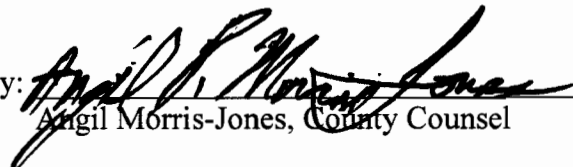
ABSTAIN:

By: _____
Andy Vasquez, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

By:  _____
Angil Morris-Jones, County Counsel

MODEL AMENDMENT TO COLLECTION SERVICE AGREEMENT

This Amendment to the Collection Service Agreement for solid waste collection, disposal, and recycling services is made this 27th day of August 2013, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter.

RECITALS

A. On December 13, 2011, COUNTY entered into a Collection Service Agreement (Agreement) with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the unincorporated limits of COUNTY. The Agreement expires on September 30, 2019.

B. COUNTY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this amendment (Amendment) to adjust Maximum Service Rates for residential, commercial and debris box collection rates effective October 1, 2013 to reflect the Refuse Rate Indexed Adjustment per the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement, plus removal of fuel price true-ups included in the Rate Year 2013 Maximum Service Rates; the fuel price differential for the last six months of Rate Year 2012 (April 1, 2012 – September 30, 2012); and, to stipulate certain provisions related to the Post Closure Expense for the Recology Yuba-Sutter Landfill in Marysville.

NOW, THEREFORE THE PARTIES TO THE COLLECTION SERVICE AGREEMENT AND THIS AMENDMENT AGREE AS FOLLOWS

1. MAXIMUM SERVICE RATES

The Maximum Service Rates that may be charged by Recology Yuba-Sutter for the services provided pursuant to the Agreement are specified in Exhibit 1 to this Amendment.

2. REMOVAL OF ULTRA-LOW-SULFUR DIESEL FUEL PRICE TRUE-UPS IN THE RATE YEAR 2013 MAXIMUM SERVICE RATES

The Agreement specified that the Rate Year 2013 Maximum Service Rates be adjusted to reflect the removal of the diesel fuel price true-ups for July through September 2011 and for October 2011 through March 2012 prior to making Refuse Rate Index adjustments for Rate Year 2014. Recology Yuba-Sutter and the COUNTY agree that the Maximum Service Rates in Exhibit 1 to this Amendment reflect the removal of these diesel fuel price adjustments (\$123,161 and \$125,859) from the Rate Year 2013 rates prior to computing the Rate Year 2014 rate adjustment.

3. ULTRA-LOW-SULFUR DIESEL FUEL PRICES FOR RATE YEAR 2013

The Agreement provided for Recology Yuba-Sutter to purchase 433,908 gallons of ultra-low-sulfur diesel fuel (456,265 gallons x 95.1% RWMA-related activities) at a cost of \$3.369 per gallon during Rate Year 2012. The Collection Service Agreement further stipulated that the service rates for Rate Year 2013 and Rate Year 2014 were to be adjusted to reflect the

difference between the agreed to and the weighted average of the actual fuel price for Rate Year 2012 multiplied by the 433,908 gallon fuel allowance.

Because only six (6) months of Rate Year 2012 would have elapsed before the rate adjustment adoption process needed to commence for the new service rates to become effective October 1, 2012, Recology Yuba-Sutter and the COUNTY agreed that the Rate Year 2013 service rates were to be adjusted to reflect the difference between the agreed to and weighted average of the actual fuel prices for the period of October 1, 2011 through March 31, 2012, multiplied by the 433,908 gallon fuel allowance pro-rated by the fraction (6/12) representing this time period compared to a one-year period. The Rate Year 2013 service rates were adjusted to reflect the difference for the first six (6) months of Rate Year 2012. Recology Yuba-Sutter and the COUNTY further agreed that the Rate Year 2014 service rates were to be adjusted to reflect any difference in the fuel prices between the rate adjustment calculated for the fuel price difference for the first six (6) months of Rate Year 2012 and the fuel price difference for all of Rate Year 2012. The Maximum Service Rates in Exhibit 1 to this Amendment reflect the final fuel price difference for all of Rate Year 2012.

4. RECOLOGY YUBA-SUTTER LANDFILL (MARYSVILLE) POST CLOSURE EXPENSE

Exhibit 2 to the Collection Service Agreement entitled, "MAXIMUM SERVICE RATE ADJUSTMENT GUIDELINES FOR COLLECTION SERVICE AGREEMENT," specifies under "Allowed Cost of Operations," that Post Closure Expense, which represents the unfunded portion of post closure expenses for Recology Yuba-Sutter's landfill in Marysville, shall be supported by a written agreement between Recology Yuba-Sutter and the Member Agencies describing the method for their calculation. COUNTY and Recology Yuba-Sutter agree that no such written agreement has been made, other than what was included in prior rate adjustments. COUNTY and Recology Yuba-Sutter further agree that:

4.01. The \$407,936 required to bring the post-closure maintenance trust fund balance to the full amount required by state law for the remaining 15 years of the 30-year post closure maintenance period was provided by the Regional Waste Management Authority from the Rate Stabilization and Capitalization Fund on January 4, 2013.

4.02. The estimated \$181,682 in post-closure maintenance expenses to be incurred during Rate Year 2013 shall be requested from the Regional Waste Management Authority Rate Stabilization and Capitalization Fund with the funded amount to be based on actual expenses as reviewed by Regional Waste Management Authority staff.

4.03. The Maximum Service Rates in Exhibit 1 to this Amendment includes the addition of \$184,952 to the service rates to fund the estimated Rate Year 2014 post closure maintenance expenses.

4.04. The post-closure maintenance funding contributions and expenses shall be trued-up annually through September 30, 2019 based on the funding contributions, interest received and actual expenses as documented by invoice copies and other documents, following the annual close and compilation of the documents.

4.05. It was previously agreed by the Regional Waste Management Authority and Recology Yuba-Sutter that the \$284,170 provided by the Regional Waste Management Authority from the Rate Stabilization and Capitalization Fund on May 4, 2012 for the projected net cost of the Recology Yuba-Sutter (Marysville) Landfill Gas Project submitted by Recology Yuba-Sutter on March 20, 2012 will be trued-up as the projected expenses and revenues

presented in the March 20, 2012 submittal become known. The projected net cost was based on the known expenses through Rate Year 2011 and the projected expenses and carbon credit revenues through Rate Year 2014. The Landfill Gas Project funding, revenue and expenses shall be trued-up annually and documented by invoice copies and other documents following the annual close and compilation of the revenues and expenses. Any net revenue shall be remitted to the Regional Waste Management Authority Rate Stabilization and Capitalization Fund and any net costs shall be submitted to the Regional Waste Management Authority with a request for payment from the Rate Stabilization and Capitalization Fund.

4.06. Expenses funded by the Rate Stabilization and Capitalization Fund shall not be included in any of the cost categories for Refuse Rate Index rate adjustments and shall be considered pass-through expenses in Detailed Applications for rate adjustments.

4.07. Should it be determined that the post-closure maintenance trust fund is no longer required for the Recology Yuba-Sutter Landfill in Marysville, Recology Yuba-Sutter shall remit the RWMA portion of the trust fund balance to the Yuba-Sutter region rate payers. The COUNTY portion of the trust fund balance shall be remitted as directed by the COUNTY should it be determined that the post-closure maintenance trust fund is no longer required for the Recology Yuba-Sutter Landfill in Marysville and Recology Yuba-Sutter is no longer the collection service contractor.

Residential Rates

Program Areas **

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Household Hazardous Waste / RWMA Surcharge	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services
Standard 32 - Gallon Refuse Cart*	\$23.43	\$1.23	\$24.66	\$0.26	\$0.75	\$0.75	\$24.49	\$1.29	\$25.78	\$0.27	\$0.75	\$26.80
Low-Income Senior Citizen 32-Gallon Refuse Cart*	\$17.58	\$0.93	\$18.51	\$0.20	\$0.75	\$0.75	\$18.37	\$0.97	\$19.34	\$0.21	\$0.75	\$20.30
64 - Gallon Refuse Cart*	\$35.14	\$1.85	\$36.99	\$0.39	\$0.75	\$0.75	\$36.73	\$1.93	\$38.66	\$0.40	\$0.75	\$39.81
96 - Gallon Refuse Cart*	\$46.84	\$2.47	\$49.31	\$0.52	\$0.75	\$0.75	\$48.96	\$2.58	\$51.54	\$0.54	\$0.75	\$52.83
Extra 32 - Gallon Refuse Cart	\$11.71	\$0.62	\$12.33	\$0.13			\$12.24	\$0.64	\$12.88	\$0.13		\$13.01
Extra 64 - Gallon Refuse Cart	\$23.43	\$1.23	\$24.66	\$0.26			\$24.49	\$1.29	\$25.78	\$0.27		\$26.05
Extra 96 - Gallon Refuse Cart	\$35.14	\$1.85	\$36.99	\$0.39			\$36.73	\$1.93	\$38.66	\$0.40		\$39.06
Extra Bag of Refuse (Per Pickup Rate)	\$3.89	\$0.20	\$4.09	\$0.04			\$4.07	\$0.21	\$4.28	\$0.04		\$4.32

* Customers will be supplied 1 blue 64 - gallon cart for recycling and 1 green 96 - gallon cart for green yard waste.
The cost of these services is included in the price for refuse service.

** Program areas are within the mandatory collection area and include the communities of Linda, Olivehurst, and the Plumas Lake Specific Plan area. Areas outside Linda, Olivehurst, and the Plumas Lake Specific Plan area are in the non-program area.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Non-Program Areas **

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Household Hazardous Waste / RWMA Surcharge	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge	Total Rate for Services
32 - Gallon Refuse Cart (Limited)	\$19.93	\$1.05	\$20.98	\$0.22	\$0.75	\$0.75	\$20.83	\$1.10	\$21.93	\$0.23	\$0.75	\$22.91
Low-Income Senior Citizen 32 - Gallon Refuse Cart	\$14.95	\$0.79	\$15.74	\$0.17	\$0.75	\$0.75	\$15.63	\$0.82	\$16.45	\$0.18	\$0.75	\$17.38
96 - Gallon Refuse Cart	\$26.32	\$1.39	\$27.71	\$0.29	\$0.75	\$0.75	\$27.51	\$1.45	\$28.96	\$0.30	\$0.75	\$30.01
Low-Income Senior Citizen 96 - Gallon Refuse Cart	\$19.73	\$1.04	\$20.77	\$0.22	\$0.75	\$0.75	\$20.62	\$1.09	\$21.71	\$0.23	\$0.75	\$22.69
Additional 96 - Gallon Refuse Cart	\$11.96	\$0.63	\$12.59	\$0.13			\$12.50	\$0.66	\$13.16	\$0.13		\$13.29

Exhibit 1

Commercial Container Rates

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard												
1 Time per Week	\$108.44	\$5.71	\$114.15	\$1.21	\$3.15	\$118.51	\$113.34	\$5.97	\$119.31	\$1.26	\$3.15	\$123.72
2 Times per Week	\$183.27	\$9.65	\$192.92	\$2.04	\$5.40	\$200.36	\$191.55	\$10.08	\$201.63	\$2.12	\$5.40	\$209.15
3 Times per Week	\$270.35	\$14.23	\$284.58	\$3.02	\$7.95	\$295.55	\$282.57	\$14.87	\$297.44	\$3.13	\$7.95	\$308.52
4 Times per Week	\$332.95	\$17.52	\$350.47	\$3.71	\$9.75	\$363.93	\$348.00	\$18.32	\$366.32	\$3.85	\$9.75	\$379.92
5 Times per Week	\$412.34	\$21.70	\$434.04	\$4.61	\$12.15	\$450.80	\$430.98	\$22.68	\$453.66	\$4.78	\$12.15	\$470.59
6 Times per Week	\$528.39	\$27.81	\$556.20	\$5.90	\$15.60	\$577.70	\$552.27	\$29.07	\$581.34	\$6.12	\$15.60	\$603.06
1.5 Yard												
1 Time per Week	\$145.09	\$7.64	\$152.73	\$1.62	\$4.35	\$158.70	\$151.65	\$7.98	\$159.63	\$1.68	\$4.35	\$165.66
2 Times per Week	\$250.51	\$13.18	\$263.69	\$2.80	\$7.35	\$273.84	\$261.83	\$13.78	\$275.61	\$2.91	\$7.35	\$285.87
3 Times per Week	\$343.69	\$18.09	\$361.78	\$3.84	\$10.20	\$375.82	\$359.22	\$18.91	\$378.13	\$3.98	\$10.20	\$392.31
4 Times per Week	\$445.84	\$23.47	\$469.31	\$4.98	\$13.20	\$487.49	\$465.99	\$24.53	\$490.52	\$5.17	\$13.20	\$508.89
5 Times per Week	\$548.25	\$28.86	\$577.11	\$6.12	\$16.20	\$599.43	\$573.03	\$30.16	\$603.19	\$6.35	\$16.20	\$625.74
6 Times per Week	\$704.09	\$37.06	\$741.15	\$7.86	\$20.70	\$769.71	\$735.91	\$38.73	\$774.64	\$8.16	\$20.70	\$803.50
2 Yard												
1 Time per Week	\$174.20	\$9.17	\$183.37	\$1.94	\$5.10	\$190.41	\$182.07	\$9.58	\$191.65	\$2.01	\$5.10	\$198.76
2 Times per Week	\$277.85	\$14.62	\$292.47	\$3.10	\$8.25	\$303.82	\$290.41	\$15.28	\$305.69	\$3.22	\$8.25	\$317.16
3 Times per Week	\$381.77	\$20.09	\$401.86	\$4.26	\$11.25	\$417.37	\$399.03	\$21.00	\$420.03	\$4.42	\$11.25	\$435.70
4 Times per Week	\$488.68	\$25.72	\$514.40	\$5.46	\$14.40	\$534.26	\$510.77	\$26.88	\$537.65	\$5.67	\$14.40	\$557.72
5 Times per Week	\$597.12	\$31.43	\$628.55	\$6.67	\$17.55	\$652.77	\$624.11	\$32.85	\$656.96	\$6.92	\$17.55	\$681.43
6 Times per Week	\$759.06	\$39.95	\$799.01	\$8.48	\$22.35	\$829.84	\$793.37	\$41.76	\$835.13	\$8.80	\$22.35	\$866.28
3 Yard												
1 Time per Week	\$210.84	\$11.10	\$221.94	\$2.36	\$6.15	\$230.45	\$220.37	\$11.60	\$231.97	\$2.45	\$6.15	\$240.57
2 Times per Week	\$349.85	\$18.41	\$368.26	\$3.91	\$10.35	\$382.52	\$365.66	\$19.25	\$384.91	\$4.06	\$10.35	\$399.32
3 Times per Week	\$510.07	\$26.85	\$536.92	\$5.70	\$15.00	\$557.62	\$533.13	\$28.06	\$561.19	\$5.91	\$15.00	\$582.10
4 Times per Week	\$632.26	\$33.28	\$665.54	\$7.07	\$18.60	\$691.21	\$660.84	\$34.78	\$695.62	\$7.34	\$18.60	\$721.56
5 Times per Week	\$775.86	\$40.83	\$816.69	\$8.66	\$22.80	\$848.15	\$810.93	\$42.68	\$853.61	\$8.99	\$22.80	\$885.40
6 Times per Week	\$992.65	\$52.24	\$1,044.89	\$11.08	\$29.25	\$1,085.22	\$1,037.52	\$54.61	\$1,092.13	\$11.50	\$29.25	\$1,132.88
4 Yard												
1 Time per Week	\$253.48	\$13.34	\$266.82	\$2.83	\$7.50	\$277.15	\$264.94	\$13.94	\$278.88	\$2.94	\$7.50	\$289.32
2 Times per Week	\$426.03	\$22.42	\$448.45	\$4.76	\$12.60	\$465.81	\$445.29	\$23.44	\$468.73	\$4.94	\$12.60	\$486.27
3 Times per Week	\$601.70	\$31.67	\$633.37	\$6.72	\$17.70	\$657.79	\$628.90	\$33.10	\$662.00	\$6.97	\$17.70	\$686.67
4 Times per Week	\$778.81	\$40.99	\$819.80	\$8.69	\$22.95	\$851.44	\$814.01	\$42.84	\$856.85	\$9.02	\$22.95	\$888.82
5 Times per Week	\$959.14	\$50.48	\$1,009.62	\$10.71	\$28.20	\$1,048.53	\$1,002.49	\$52.76	\$1,055.25	\$11.11	\$28.20	\$1,094.56
6 Times per Week	\$1,233.99	\$64.95	\$1,298.94	\$13.78	\$36.30	\$1,349.02	\$1,289.77	\$67.88	\$1,357.65	\$14.30	\$36.30	\$1,408.25

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Container Rates

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
5 Yard												
1 Time per Week	\$262.57	\$13.82	\$276.39	\$2.94	\$7.80	\$287.13	\$274.44	\$14.44	\$288.88	\$3.05	\$7.80	\$299.73
2 Times per Week	\$465.70	\$24.51	\$490.21	\$5.20	\$13.80	\$509.21	\$486.75	\$25.62	\$512.37	\$5.40	\$13.80	\$531.57
3 Times per Week	\$671.98	\$35.37	\$707.35	\$7.50	\$19.80	\$734.65	\$702.35	\$36.97	\$739.32	\$7.78	\$19.80	\$766.90
4 Times per Week	\$882.79	\$46.46	\$929.25	\$9.86	\$25.95	\$965.06	\$922.69	\$48.56	\$971.25	\$10.23	\$25.95	\$1,007.43
5 Times per Week	\$1,092.03	\$57.48	\$1,149.51	\$12.19	\$32.25	\$1,193.95	\$1,141.39	\$60.07	\$1,201.46	\$12.65	\$32.25	\$1,246.36
6 Times per Week	\$1,414.12	\$74.43	\$1,488.55	\$15.79	\$41.70	\$1,546.04	\$1,478.04	\$77.79	\$1,555.83	\$16.38	\$41.70	\$1,613.91
6 Yard												
1 Time per Week	\$270.35	\$14.23	\$284.58	\$3.02	\$7.95	\$295.55	\$282.57	\$14.87	\$297.44	\$3.13	\$7.95	\$308.52
2 Times per Week	\$503.98	\$26.53	\$530.51	\$5.62	\$14.85	\$550.98	\$526.76	\$27.72	\$554.48	\$5.83	\$14.85	\$575.16
3 Times per Week	\$742.14	\$39.06	\$781.20	\$8.29	\$21.90	\$811.39	\$775.68	\$40.83	\$816.51	\$8.60	\$21.90	\$847.01
4 Times per Week	\$983.56	\$51.77	\$1,035.33	\$10.99	\$28.95	\$1,075.27	\$1,028.02	\$54.11	\$1,082.13	\$11.40	\$28.95	\$1,122.48
5 Times per Week	\$1,227.92	\$64.63	\$1,292.55	\$13.72	\$36.15	\$1,342.42	\$1,283.42	\$67.55	\$1,350.97	\$14.24	\$36.15	\$1,401.36
6 Times per Week	\$1,591.24	\$83.75	\$1,674.99	\$17.77	\$46.95	\$1,739.71	\$1,663.16	\$87.53	\$1,750.69	\$18.44	\$46.95	\$1,816.08
7 Yard												
1 Time per Week	\$302.45	\$15.92	\$318.37	\$3.38	\$8.85	\$330.60	\$316.12	\$16.64	\$332.76	\$3.51	\$8.85	\$345.12
2 Times per Week	\$561.98	\$29.58	\$591.56	\$6.28	\$16.50	\$614.34	\$587.38	\$30.91	\$618.29	\$6.52	\$16.50	\$641.31
3 Times per Week	\$824.67	\$43.40	\$868.07	\$9.21	\$24.30	\$901.58	\$861.95	\$45.37	\$907.32	\$9.56	\$24.30	\$941.18
4 Times per Week	\$1,092.03	\$57.48	\$1,149.51	\$12.19	\$32.25	\$1,193.95	\$1,141.39	\$60.07	\$1,201.46	\$12.65	\$32.25	\$1,246.36
5 Times per Week	\$1,359.16	\$71.53	\$1,430.69	\$15.18	\$40.05	\$1,485.92	\$1,420.59	\$74.77	\$1,495.36	\$15.75	\$40.05	\$1,551.16
6 Times per Week	\$1,765.43	\$92.92	\$1,858.35	\$19.71	\$52.05	\$1,930.11	\$1,845.23	\$97.12	\$1,942.35	\$20.45	\$52.05	\$2,014.85
8 Yard												
1 Time per Week	\$345.08	\$18.16	\$363.24	\$3.85	\$10.20	\$377.29	\$360.68	\$18.98	\$379.66	\$3.99	\$10.20	\$393.85
2 Times per Week	\$617.00	\$32.47	\$649.47	\$6.89	\$18.15	\$674.51	\$644.89	\$33.94	\$678.83	\$7.15	\$18.15	\$704.13
3 Times per Week	\$919.25	\$48.38	\$967.63	\$10.26	\$27.15	\$1,005.04	\$960.80	\$50.57	\$1,011.37	\$10.65	\$27.15	\$1,049.17
4 Times per Week	\$1,221.70	\$64.30	\$1,286.00	\$13.64	\$36.00	\$1,335.64	\$1,276.92	\$67.21	\$1,344.13	\$14.15	\$36.00	\$1,394.28
5 Times per Week	\$1,516.51	\$79.82	\$1,596.33	\$16.93	\$44.70	\$1,657.96	\$1,585.06	\$83.42	\$1,668.48	\$17.57	\$44.70	\$1,730.75
6 Times per Week	\$1,861.64	\$97.98	\$1,959.62	\$20.79	\$54.90	\$2,035.31	\$1,945.79	\$102.41	\$2,048.20	\$21.57	\$54.90	\$2,124.67

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Container Rates

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard Bin - Extra Service Only	\$29.47	\$1.55	\$31.02	\$0.33		\$31.35	\$30.80	\$1.62	\$32.42	\$0.34		\$32.76
1.5 Yard Bin - Extra Service Only	\$32.66	\$1.72	\$34.38	\$0.36		\$34.74	\$34.14	\$1.80	\$35.94	\$0.37		\$36.31
2 Yard Bin - Extra Service Only	\$39.30	\$2.07	\$41.37	\$0.44		\$41.81	\$41.08	\$2.16	\$43.24	\$0.46		\$43.70
3 Yard Bin - Extra Service Only	\$45.81	\$2.41	\$48.22	\$0.51		\$48.73	\$47.88	\$2.52	\$50.40	\$0.53		\$50.93
4 Yard Bin - Extra Service Only	\$52.31	\$2.75	\$55.06	\$0.58		\$55.64	\$54.67	\$2.88	\$57.55	\$0.60		\$58.15
5 Yard Bin - Extra Service Only	\$55.62	\$2.93	\$58.55	\$0.62		\$59.17	\$58.13	\$3.06	\$61.19	\$0.64		\$61.83
6 Yard Bin - Extra Service Only	\$58.95	\$3.10	\$62.05	\$0.65		\$62.70	\$61.61	\$3.24	\$64.85	\$0.67		\$65.52
7 Yard Bin - Extra Service Only	\$65.46	\$3.45	\$68.91	\$0.73		\$69.64	\$68.42	\$3.60	\$72.02	\$0.76		\$72.78
8 Yard Bin - Extra Service Only	\$71.95	\$3.79	\$75.74	\$0.80		\$76.54	\$75.20	\$3.96	\$79.16	\$0.83		\$79.99
Temporary 7 Yard Bin (available to residences)	\$141.34	\$7.44	\$148.78	\$1.58	\$3.00	\$153.36	\$147.73	\$7.78	\$155.51	\$1.64	\$3.00	\$160.15

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Front Load Compactor Rates

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate *	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services	Base Rate *	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services
1.3 Yd Compactor												
1 time per week	\$230.17	\$12.11	\$242.28	\$2.57	\$4.35	\$249.20	\$240.57	\$12.66	\$253.23	\$2.67	\$4.35	\$260.25
2 times per week	\$460.34	\$24.23	\$484.57	\$5.14	\$7.35	\$497.06	\$481.15	\$25.32	\$506.47	\$5.33	\$7.35	\$519.15
3 times per week	\$690.50	\$36.34	\$726.84	\$7.71	\$10.20	\$744.75	\$721.71	\$37.98	\$759.69	\$8.00	\$10.20	\$777.89
4 times per week	\$920.67	\$48.46	\$969.13	\$10.28	\$13.20	\$992.61	\$962.28	\$50.65	\$1,012.93	\$10.67	\$13.20	\$1,036.80
5 times per week	\$1,150.82	\$60.57	\$1,211.39	\$12.85	\$16.20	\$1,240.44	\$1,202.84	\$63.31	\$1,266.15	\$13.33	\$16.20	\$1,295.68
6 times per week	\$1,381.01	\$72.68	\$1,453.69	\$15.42	\$20.70	\$1,489.81	\$1,443.43	\$75.97	\$1,519.40	\$16.00	\$20.70	\$1,556.10
2 Yd Compactor												
1 time per week	\$354.11	\$18.64	\$372.75	\$3.95	\$5.10	\$381.80	\$370.12	\$19.48	\$389.60	\$4.10	\$5.10	\$398.80
2 times per week	\$708.18	\$37.27	\$745.45	\$7.91	\$8.25	\$761.61	\$740.19	\$38.96	\$779.15	\$8.21	\$8.25	\$795.61
3 times per week	\$1,062.30	\$55.91	\$1,118.21	\$11.86	\$11.25	\$1,141.32	\$1,110.32	\$58.44	\$1,168.76	\$12.31	\$11.25	\$1,192.32
4 times per week	\$1,416.41	\$74.55	\$1,490.96	\$15.81	\$14.40	\$1,521.17	\$1,480.43	\$77.92	\$1,558.35	\$16.40	\$14.40	\$1,589.15
5 times per week	\$1,770.49	\$93.18	\$1,863.67	\$19.77	\$17.55	\$1,900.99	\$1,850.52	\$97.40	\$1,947.92	\$20.51	\$17.55	\$1,985.98
6 times per week	\$2,124.58	\$111.82	\$2,236.40	\$23.73	\$22.35	\$2,282.48	\$2,220.61	\$116.87	\$2,337.48	\$24.62	\$22.35	\$2,384.45
3 Yd Compactor												
1 time per week	\$531.16	\$27.96	\$559.12	\$5.93	\$6.15	\$571.20	\$555.17	\$29.22	\$584.39	\$6.15	\$6.15	\$596.69
2 times per week	\$1,062.31	\$55.91	\$1,118.22	\$11.86	\$10.35	\$1,140.43	\$1,110.33	\$58.44	\$1,168.77	\$12.31	\$10.35	\$1,191.43
3 times per week	\$1,593.47	\$83.87	\$1,677.34	\$17.79	\$15.00	\$1,710.13	\$1,665.49	\$87.66	\$1,753.15	\$18.46	\$15.00	\$1,786.61
4 times per week	\$2,124.59	\$111.82	\$2,236.41	\$23.73	\$18.60	\$2,278.74	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$18.60	\$2,380.71
5 times per week	\$2,655.76	\$139.78	\$2,795.54	\$29.65	\$22.80	\$2,847.99	\$2,775.80	\$146.09	\$2,921.89	\$30.76	\$22.80	\$2,975.45
6 times per week	\$3,186.91	\$167.73	\$3,354.64	\$35.59	\$29.25	\$3,419.48	\$3,330.96	\$175.31	\$3,506.27	\$36.93	\$29.25	\$3,572.45
4 Yd Compactor												
1 time per week	\$708.19	\$37.27	\$745.46	\$7.91	\$7.50	\$760.87	\$740.20	\$38.96	\$779.16	\$8.21	\$7.50	\$794.87
2 times per week	\$1,416.42	\$74.55	\$1,490.97	\$15.81	\$12.60	\$1,519.38	\$1,480.44	\$77.92	\$1,558.36	\$16.40	\$12.60	\$1,587.36
3 times per week	\$2,124.59	\$111.82	\$2,236.41	\$23.73	\$17.70	\$2,277.84	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$17.70	\$2,379.81
4 times per week	\$2,832.80	\$149.09	\$2,981.89	\$31.63	\$22.95	\$3,036.47	\$2,960.84	\$155.83	\$3,116.67	\$32.82	\$22.95	\$3,172.44
5 times per week	\$3,541.00	\$186.37	\$3,727.37	\$39.54	\$28.20	\$3,795.11	\$3,701.05	\$194.79	\$3,895.84	\$41.03	\$28.20	\$3,965.07
6 times per week	\$4,249.22	\$223.64	\$4,472.86	\$47.44	\$36.30	\$4,556.60	\$4,441.28	\$233.75	\$4,675.03	\$49.22	\$36.30	\$4,760.55
5 Yd Compactor												
1 time per week	\$885.24	\$46.59	\$931.83	\$9.89	\$7.80	\$949.52	\$925.25	\$48.70	\$973.95	\$10.26	\$7.80	\$992.01
2 times per week	\$1,770.51	\$93.18	\$1,863.69	\$19.77	\$13.80	\$1,897.26	\$1,850.54	\$97.40	\$1,947.94	\$20.51	\$13.80	\$1,982.25
3 times per week	\$2,655.76	\$139.78	\$2,795.54	\$29.65	\$19.80	\$2,844.99	\$2,775.80	\$146.09	\$2,921.89	\$30.76	\$19.80	\$2,972.45
4 times per week	\$3,541.00	\$186.37	\$3,727.37	\$39.54	\$25.95	\$3,792.86	\$3,701.05	\$194.79	\$3,895.84	\$41.03	\$25.95	\$3,962.82
5 times per week	\$4,426.27	\$232.96	\$4,659.23	\$49.43	\$32.25	\$4,740.91	\$4,626.34	\$243.49	\$4,869.83	\$51.29	\$32.25	\$4,953.37
6 times per week	\$5,311.51	\$279.55	\$5,591.06	\$59.31	\$41.70	\$5,692.07	\$5,551.59	\$292.19	\$5,843.78	\$61.54	\$41.70	\$5,947.02
6 Yd Compactor												
1 time per week	\$1,062.31	\$55.91	\$1,118.22	\$11.86	\$7.95	\$1,138.03	\$1,110.33	\$58.44	\$1,168.77	\$12.31	\$7.95	\$1,189.03
2 times per week	\$2,124.59	\$111.82	\$2,236.41	\$23.73	\$14.85	\$2,274.99	\$2,220.62	\$116.87	\$2,337.49	\$24.62	\$14.85	\$2,376.96
3 times per week	\$3,186.91	\$167.73	\$3,354.64	\$35.59	\$21.90	\$3,412.13	\$3,330.96	\$175.31	\$3,506.27	\$36.93	\$21.90	\$3,565.10
4 times per week	\$4,249.22	\$223.64	\$4,472.86	\$47.44	\$28.95	\$4,549.25	\$4,441.28	\$233.75	\$4,675.03	\$49.22	\$28.95	\$4,753.20
5 times per week	\$5,311.51	\$279.55	\$5,591.06	\$59.31	\$36.15	\$5,686.52	\$5,551.59	\$292.19	\$5,843.78	\$61.54	\$36.15	\$5,941.47
6 times per week	\$6,373.81	\$335.46	\$6,709.27	\$71.17	\$46.95	\$6,827.39	\$6,661.91	\$350.63	\$7,012.54	\$73.85	\$46.95	\$7,133.34

* Base Rate is based on 4.3333 pick-ups per month at \$42.71/cu.yd. or \$185.06 per month times the compactor size and frequency of pick-ups per week.

** Household Hazardous Waste / RWMA Surcharge Rates are based on rates for the same size of commercial containers and service frequency. Rates for the 1.3 Yard Compactor are based on the rates for the 1.5 Yard Commercial Container.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Can and Cart Rates

Service Description	Rates Effective 10/1/2012					Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
Commercial Can	\$24.40	\$1.28	\$25.68	\$0.27	\$0.75	\$25.50	\$1.34	\$26.84	\$0.28	\$0.75	\$27.87
Additional Commercial Can	\$22.59	\$1.19	\$23.78	\$0.25	\$0.75	\$23.61	\$1.24	\$24.85	\$0.26	\$0.75	\$25.86
Commercial Cart	\$48.94	\$2.58	\$51.52	\$0.55	\$1.50	\$51.15	\$2.69	\$53.84	\$0.57	\$1.50	\$55.91
Additional Commercial Cart	\$48.94	\$2.58	\$51.52	\$0.55	\$1.50	\$51.15	\$2.69	\$53.84	\$0.57	\$1.50	\$55.91

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Debris Box Rates

Service Description	Rates Effective 10/1/2012						Rates Effective 10/1/2013					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
09Yd Dirt/Concrete Debris	\$376.00	\$19.79	\$395.79	\$4.20	7.50	\$407.49	\$393.00	\$20.68	\$413.68	\$4.36	7.50	\$425.54
15 Yd Debris Box	\$302.85	\$15.94	\$318.79	\$3.38	6.30	\$328.47	\$316.54	\$16.66	\$333.20	\$3.51	6.30	\$343.01
20 Yd Debris Box	\$349.43	\$18.39	\$367.82	\$3.90	7.50	\$379.22	\$365.22	\$19.22	\$384.44	\$4.05	7.50	\$395.99
25 Yd Debris Box	\$376.08	\$19.79	\$395.87	\$4.20	8.10	\$408.17	\$393.08	\$20.69	\$413.77	\$4.36	8.10	\$426.23
30 Yd Debris Box	\$412.74	\$21.72	\$434.46	\$4.61	9.00	\$448.07	\$431.40	\$22.71	\$454.11	\$4.78	9.00	\$467.89
40 Yd Debris Box	\$485.95	\$25.58	\$511.53	\$5.43	10.80	\$527.76	\$507.91	\$26.73	\$534.64	\$5.63	10.80	\$551.07
Compactor Rate Per Cubic Yard	\$42.56	\$2.24	\$44.80	\$0.48	\$0.90	\$46.18	\$44.48	\$2.34	\$46.82	\$0.50	\$0.90	\$48.22
Wood Debris Box	\$164.73	\$8.67	\$173.40	\$1.84		\$175.24	\$172.18	\$9.06	\$181.24	\$1.91		\$183.15
15 Yard Tires	\$555.35	\$29.23	\$584.58	\$6.20	\$10.20	\$600.98	\$580.45	\$30.55	\$611.00	\$6.43	\$10.20	\$627.63
20 Yard Tires	\$703.47	\$37.02	\$740.49	\$7.85	\$12.90	\$761.24	\$735.27	\$38.70	\$773.97	\$8.15	\$12.90	\$795.02
25 Yard Tires	\$841.69	\$44.30	\$885.99	\$9.40	\$15.45	\$910.84	\$879.73	\$46.30	\$926.03	\$9.75	\$15.45	\$951.23
30 Yard Tires	\$979.97	\$51.58	\$1,031.55	\$10.95	\$18.00	\$1,060.50	\$1,024.26	\$53.91	\$1,078.17	\$11.36	\$18.00	\$1,107.53
40 Yard Tires	\$1,175.02	\$61.84	\$1,236.86	\$13.12	\$21.45	\$1,271.43	\$1,228.13	\$64.64	\$1,292.77	\$13.61	\$21.45	\$1,327.83
Trip Charge / Same Day Service	\$68.77	\$3.62	\$72.39	\$0.00		\$72.39	\$71.88	\$3.78	\$75.66	\$0.00		\$75.66
Demurrage Charge	\$16.93	\$0.89	\$17.82	\$0.00		\$17.82	\$17.70	\$0.93	\$18.63	\$0.00		\$18.63

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

**EVALUATION REPORT
RECOLOGY YUBA-SUTTER
2014 RATE APPLICATION**

FINAL REPORT

Presented to

Regional Waste Management Authority

July 19, 2013

Prepared by

Aurora Environmental, Inc.

Exhibit 2

1.0 INTRODUCTION

Per the franchise agreements and the Maximum Service Rate Adjustment Guidelines for the Collection Service Agreement (Exhibit 2 of the franchise agreements) adopted by each of the Regional Waste Management Authority (RWMA) jurisdictions, rates for Recology Yuba-Sutter's collection services are to be adjusted using a Refuse Rate Index (RRI) for the first, second and third Rate Years of each four year rate cycle of the Collection Service Agreement. In the fourth year of each four year rate cycle, rates are to be adjusted by the detailed rate adjustment methodology in Exhibit 2 of the franchise agreements. Rate Year 2014 (October 1, 2013 – September 30, 2014) is the second rate year of the first four year rate cycle under the new franchise agreements.

Per the franchise agreements, Recology Yuba-Sutter is required to submit an RRI Rate Application by May 1st of each calendar year in which an RRI rate adjustment is to occur. The RRI rate adjustment methodology requires that Recology Yuba-Sutter provide financial expense information for the following cost categories:

- Labor
- Fuel
- Vehicle and Equipment Replacement
- Vehicle and Equipment Maintenance
- Disposal
- All Other

The weighted percentage of each cost category is determined based on the proportionate share of the expenses in each cost category compared to the total cost. The weighted percentage of each cost category is then multiplied by the percent change in the annual average of each associated index between the 12-month period ending March 31 of the calendar year in which the RRI adjustment is to occur and the preceding 12-month period. The RRI adjustment is the sum of these products. The franchise agreements also include special provisions for Rate Year 2014 that provide for the addition of a fuel price related adjustment for the balance of Rate Year 2012 (April 2012 through September 2012). Additionally, the franchise agreements require the removal of fuel price true-ups included in the Rate Year 2013 rates.

Contract Administrators for each jurisdiction (or the RWMA and/or a consultant engaged by a jurisdiction(s) or the RWMA) are required to check the calculations in the application and promptly notify Recology Yuba-Sutter of any errors. Recology Yuba-Sutter then has the opportunity to submit a corrected application. The Contract Administrator is required to notify Recology Yuba-Sutter by July 15th that the RRI adjustment to the Maximum Service Rates set forth in the application (as so corrected) is correct. Recology Yuba-Sutter will then provide adjusted rate sheets by July 31st for consideration and action by the member jurisdictions, or their delegated authority, by August 31st to become effective on the subsequent October 1st.

2.0 REFUSE RATE INDEX (RRI) RATE ADJUSTMENT EVALUATION

On April 30, 2013, Recology Yuba-Sutter submitted a rate application to the RWMA and member jurisdictions for an adjustment of the service rates that would be effective for Rate Year

2014 (October 1, 2013 to September 30, 2014). The rate adjustment in this application included the following components:

- Refuse Rate Index (RRI) rate adjustment for Rate Year 2014
- Fuel price adjustment for the balance of Rate Year 2012 (April 2012 through September 2012)
- Removal of the fuel price adjustments included in the Rate Year 2013 rates

The initial application did not calculate the removal of fuel price true-ups included in the Rate Year 2013 rates using the same methodology as was used in the Rate Year 2013 rate application. The application was subsequently modified to use a consistent methodology. The initial application also included an adjustment for a fuel price true-up for the first six months of Rate Year 2013, October 2012 through March 2013, which was subsequently eliminated as the fuel price true-ups were replaced by the indexed adjustment methodology in the new franchise agreements effective October 2012.

The RRI adjustment that was requested in the initial application dated April 30th was for a 4.41% increase in the base service rates. The fuel price adjustment requested for the balance of Rate Year 2012 (April through September 2012) was an increase of 0.44%. The removal of the fuel price adjustments included for Rate Year 2011 and for the first six months of Rate Year 2012 were respective decreases of 0.52% and 0.53%. The fuel price adjustment requested for the first six months of Rate Year 2013 (October 2012 through March 2013) was a decrease of 0.40%, although this adjustment had been included in error. The initial rate adjustment request was for a total increase of 3.40%.

The following describes the different components of the rate adjustment request:

1. Cost Category Detail – The financial expense statement by cost category was reviewed and the non-allowable expenses per the rate adjustment guidelines include such items as donations; company promotions; road maintenance fees; HHW Facility expenses; street sweeping services; Ponderosa Transfer Station expenses; and, processing of recyclables and green waste from Colusa and Butte counties. The non-allowable expenses related to the non-RWMA activities of collection service to Beale Air Force Base and the foothill areas of Butte and Placer counties are still included in the expenses based on the assumption that this activity has roughly the same percentage mix of expenses as the RWMA activities.

Other excluded items are the landfill trust fund interest and franchise fees from the All Other cost category. The landfill trust fund interest is excluded from the calculation because it is not a true expense. The franchise fees are excluded from the All Other cost category because the RRI adjustment is applied to the base service rates. Franchise fees are then charged on the resulting adjusted base service rates.

A copy of the expense statement is included in **Attachment 1**.

2. Cost Category (Expense) Weight Percentage Calculations – The cost category weight percentage calculations based on the expense statement in **Attachment 1** were reviewed and found to be correctly calculated and rounded as presented on the

revised Refuse Rate Index Calculation sheet in **Attachment 2**. The following presents the cost category (expense) weight percentages:

42.04%	Labor
7.22%	Fuel
9.86%	Vehicle and Equipment Replacement
4.95%	Vehicle and Equipment Maintenance
15.56%	Disposal
20.38%	All Other
100.00%	TOTAL (TOTAL is actually 100.01%, although does not change the outcome)

3. RRI Indices and Calculations of the Percentage Change in the Annual Average of each Index – Each of the monthly, quarterly or annual indices on the Refuse Rate Index Calculation sheet in **Attachment 3** was verified with the source documentation. The calculations of the annual average and the percent change in the annual averages and rounding for each index was confirmed to be calculated correctly.

It was noted that as of the application submittal due date, only preliminary indices were available for Vehicle and Equipment Replacement and Vehicle and Equipment Maintenance for the months of December 2012 through March 2013. While these indices are updated four months after initial publication, the RRI calculation also uses the original preliminary figures for the prior year for December 2011 through March 2012.

The following presents the percent change for each index:

3.11%	Labor
0.55%	Fuel
1.19%	Vehicle and Equipment Replacement
3.42%	Vehicle and Equipment Maintenance
16.02%	Disposal
1.37%	All Other

The Disposal index reflects the most significant change at 16.02% based on the increase in the April 1, 2012 disposal fee of \$28.66 per ton to the April 1, 2013 disposal fee of \$33.25 per ton. The disposal fee rate change actually occurred in October 2012 and increased due to the loss of the tonnage from Recology's contract with Nevada County and the associated economies of scale that this tonnage contributed to the landfill operations. The Nevada County contract was also the only contract previously reviewed relative to the "most favored nations" provisions of the franchise agreements. A copy of the general ledger pertaining to disposal costs was reviewed to confirm the \$33.25 per ton inter-company charges for Recology's Butte and Colusa operations on April 1, 2013.

4. Weighted Percentage and Refuse Rate Index (RRI) Calculations – The results of multiplying each cost category (expense) weight percentage by the percent change in the associated index and rounding and the sum total (**Attachment 2**) were confirmed. The following presents the resulting weighted percent change for each index and the sum total RRI:

1.31%	Labor
0.04%	Fuel
0.12%	Vehicle and Equipment Replacement
0.17%	Vehicle and Equipment Maintenance
2.49%	Disposal
<u>0.28%</u>	<u>All Other</u>
4.41%	TOTAL = Refuse Rate Index (RRI)

As noted in item 3 above, the Disposal index reflects the most significant percentage change of all of the indices at 16.02% based on the increased disposal fee. At 15.56%, disposal expenses also comprise a significant proportion of the weighted cost category expenses (see item 1 above), and multiplied by the 16.02% index percent change, disposal results in a significant portion of the RRI adjustment, 2.49% out of the total 4.41% RRI figure. It was also noted that the disposal fee increase effective October 2012 contributed to increasing the disposal expense weight by about 6 percent over the prior year's disposal expense weight, which was not otherwise due to increased disposal activity.

From the weighted percentage calculations above, the RRI figure for Rate Year 2014 was verified to be 4.41%. Additional adjustments described below are factored into the final Rate Year 2014 adjustment figure.

3.0 FUEL PRICE RATE ADJUSTMENTS

The initial Rate Year 2014 Rate Application also included adjustments for the price of fuel for the balance of Rate Year 2012 (October 2011 through September 2012) and for the first six months of Rate Year 2013, October 2012 through March 2013. As noted in Section 2.0, the fuel price adjustment for the first six months of Rate Year 2013, October 2012 through March 2013, was subsequently eliminated as the fuel price true-ups were replaced by the indexed adjustment methodology in the new franchise agreements effective October 2012.

The fuel price adjustment for the balance of Rate Year 2012 was agreed to in the franchise agreements which specified the following adjustments to the maximum service rates for ultra low sulfur diesel fuel prices:

"For Rate Year 2012, the CONTRACTOR and the CITY agree that the diesel fuel allowance is set at \$3.369/gallon and 433,908 gallons diesel fuel (456,265 gallons x 95.1% RWMA-related activities).

The Rate Year 2012 Maximum Service Rates will be adjusted to reflect the removal of the diesel fuel true-ups for July through September 2010 and for October 2010 through June 2011 prior to making Refuse Rate Index adjustments for Rate Year 2013. The Rate Year 2013 Maximum Service Rates will be adjusted to reflect the difference between the pro-rated (6/12) diesel fuel price difference for the first six (6) months of Rate Year 2012.

The Rate Year 2013 Maximum Service Rates will be adjusted to reflect the removal of the diesel fuel true-up for October 2011 through March 2012 prior to making Refuse Rate Index adjustments for Rate Year 2014. The Rate Year 2014 Maximum Service Rates will be adjusted to reflect the difference between the pro-rated (6/12) diesel fuel price

difference for the first six (6) months of Rate Year 2012 and the diesel fuel price difference for all of Rate Year 2012."

A spreadsheet showing the Rate Year 2012 fuel price adjustment is included as **Attachment 4**. For the first six months of Rate Year 2012, the weighted average fuel price was \$3.865 per gallon, compared to the \$3.369 per gallon fuel price allowance. Lower fuel prices in the last six months of Rate Year 2012 resulted in an overall weighted average fuel price of \$3.824 per gallon for Rate Year 2012. As shown in **Attachment 4**, the resulting collection revenue adjustment for the Rate Year 2012 fuel price difference is \$105,052, which includes the operating ratio and franchise fees, and represents a 0.44% rate increase for Rate Year 2014. The fuel price adjustment presented in **Attachment 4** is appropriately based on the fuel prices and fuel price and volume allowances for Rate Year 2012.

The Rate Year 2014 Refuse Rate Index Calculation shown in **Attachment 2** also reflects the removal of fuel price true-ups included in the Rate Year 2013 rates. The first half of the Refuse Rate Index Sheet in **Attachment 2** addresses these two adjustments being made prior to adjusting the Rate Year 2013 base service rates. The two dollar values for the fuel price adjustment reductions (\$123,161 and \$125,859) are consistent with the values of the fuel price true-up amounts in the Rate Year 2013 rates. This effectively decreased the Rate Year 2014 rate adjustment by about 1.04% as shown in **Attachment 2**.

Finally, per the direction of the RWMA Administrators on July 2nd, the estimated \$184,952 post-closure maintenance expenses for the Recology Yuba-Sutter Landfill in Marysville for Rate Year 2014 are to be included in this rate adjustment. This adjustment increases the rate adjustment by an additional 0.76%, resulting in a total rate adjustment of 4.52%. Concurrently, the RWMA Administrators also recommended that the estimated \$181,682 post-closure maintenance expenses for the Recology Yuba-Sutter Landfill in Marysville for Rate Year 2013 be funded by the Rate Stabilization and Capitalization Fund. This recommendation will be submitted to the RWMA Board of Directors for consideration at the July 18th meeting.

4.0 REVIEW SUMMARY AND NET RATE YEAR 2014 RATE ADJUSTMENT

The revised RRI rate application submitted by Recology Yuba-Sutter (**Attachments 1-4**) is confirmed to be complete and prepared in accordance with the relevant provisions of the RWMA jurisdictions' franchise agreements. The revised net rate adjustment for Rate Year 2014 was calculated to be 4.52%. This rate adjustment will be applied to both the base rates and franchise fees effective October 1, 2013.

5.0 2014 RATE YEAR RATE ADJUSTMENT EVALUATION REPORT REVIEW

Drafts of this evaluation report were reviewed by Recology Yuba-Sutter and the RWMA Administrators and no revisions were suggested. This evaluation report was also reviewed by the RWMA Board at the July 18th meeting. This final report is being submitted to the RWMA jurisdictions along with the final rate adjustment figure and rate sheets. Rate adoption hearings, as necessary, will be held by the RWMA jurisdictions in August and the adjusted rates will be effective October 1, 2013.

ATTACHMENT 1

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2012 Actual	4th Qtr 2012 Actual	1st Qtr 2013 Actual	2nd Qtr 2013 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2011 - Mar 2012 Actual
Labor Expenses										
Regular Hours	1,167,600.20	1,102,920.57	1,157,258.72	1,069,541.21						4,497,320.70
Overtime Hours	230,430.48	208,851.36	190,587.69	160,705.03						790,574.56
Sickpay	38,641.98	43,072.28	29,517.43	27,001.14						138,232.83
Holiday Worked	44,787.02	86,424.93	66,356.82	70,236.74						267,805.51
Holiday Not-Worked	6,081.05	12,305.98	34,568.47	21,463.51						74,419.01
Vacation/PTO	75,181.77	74,997.42	78,115.73	72,225.10						300,520.02
Other (payroll)	13,514.06	13,956.08	16,132.90	12,055.78				(347,530.00)		(291,871.18)
Labor Billing	376,543.75	380,641.25	385,426.25	373,477.50						1,516,088.75
Labor Billing	(376,543.75)	(380,641.25)	(385,426.25)	(373,477.50)						(1,516,088.75)
Labor Transfer	9,227.60	75,737.19	112,276.25	122,471.71						319,712.75
Payroll	1,585,464.16	1,618,265.81	1,684,814.01	1,555,700.22	0.00	0.00	0.00	(347,530.00)	0.00	6,096,714.20
Payroll Taxes										
Payroll Taxes	120,508.16	122,177.02	130,525.36	137,361.11	0.00	0.00	0.00	0.00	0.00	510,571.65
O/S Pension	220,299.08	212,920.64	229,180.54	219,898.55						882,298.81
I/C Pension	46,224.66	53,809.59	75,594.78	66,650.15						262,279.18
Pension	266,523.74	266,730.23	304,775.32	286,548.70	0.00	0.00	0.00	0.00	0.00	1,124,577.99
O/S Health Insurance	354,892.00	354,892.00	360,565.00	365,754.00						1,436,103.00
I/C Health CA/NV	127,573.08	119,417.65	116,912.51	97,438.94						461,342.18
Health Insurance	482,465.08	474,309.65	477,477.51	463,192.94	0.00	0.00	0.00	0.00	0.00	1,897,445.18
I/C Workers Compensation	82,920.38	74,375.12	86,212.26	96,545.32						340,053.08
Workers Comp	82,920.38	74,375.12	86,212.26	96,545.32						340,053.08
Labor	2,537,881.52	2,555,857.83	2,683,804.46	2,539,348.29	0.00	0.00	0.00	(347,530.00)	0.00	9,969,362.10
Fuel	459,534.47	448,580.23	435,658.94	413,349.39				(18,398.00)		1,738,725.03
Fuel Allocation	(182.01)	(107.03)	0.00	0.00				(25,573.00)		(25,862.04)
Fuel	459,352.46	448,473.20	435,658.94	413,349.39	0.00	0.00	0.00	(18,398.00)		1,712,862.99
O/S Equipment Rental	14,770.60	10,936.28	9,068.24	12,687.07						47,462.19
Depreciation	102,459.51	101,384.40	109,230.07	113,725.88	(16,143.00)					410,656.86
Equipment Rental	518,857.52	535,825.89	525,191.71	515,446.64	(134,272.27)			(80,563.00)		1,880,487.49
Vehicle and Equipment Replacem	636,087.63	648,147.57	643,490.02	641,859.59	(150,415.27)	0.00	0.00	(80,563.00)	0.00	2,338,606.54
O/S Repairs	80,191.67	58,997.43	56,300.56	66,366.23				(16,460.00)		245,395.89
I/C Repairs	4,012.52	4,539.77	3,949.35	2,315.24						14,816.88
Equipment Maint Contract	7,085.13	10,200.32	12,640.80	9,902.97						39,829.22
Tires	68,488.91	56,706.55	48,733.00	35,178.03						209,106.49
Parts	152,370.18	142,365.57	160,739.33	164,635.36						620,110.44
T&G Maintenance Allocation	0.00	0.00	0.00	0.00				(32,492.00)		(32,492.00)
T&G Overhead Allocation	0.00	0.00	0.00	0.00				(10,014.00)		(10,014.00)
Oil	22,819.61	27,367.51	14,521.97	22,010.25						86,719.34
Vehicle and Equipment Maintena	334,968.02	300,177.15	296,885.01	300,408.08	0.00	0.00	0.00	(16,460.00)	(42,506.00)	1,173,472.26
O/S Disposal	25,014.17	16,165.53	15,258.27	15,196.78						71,634.75
I/C Disposal	930,979.80	871,419.60	1,005,872.48	938,708.98				(69,828.00)		3,677,152.86
I/D Disposal	1,464,761.00	1,391,602.40	1,417,162.45	1,406,270.91						5,679,796.76
I/D Disposal	(1,479,897.80)	(1,402,898.60)	(1,436,403.31)	(1,419,746.18)				(69,828.00)		(5,738,945.89)
Disposal	940,857.17	876,286.93	1,001,889.89	940,430.49	0.00	0.00	0.00	(69,828.00)	0.00	3,689,638.48
										15.6%

ATTACHMENT 1

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2012	4th Qtr 2012	1st Qtr 2013	2nd Qtr 2013	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2011 - Mar 2012 Actual
Temporary Labor	14,235.58	18,483.56	14,821.44	(7,370.40)						40,170.18
Subcontractors	2,680.00	(11,030.00)	10,305.00	10,383.58						12,338.58
Insurance Premium Cost	3,116.00	200.00	0.00	200.00						3,516.00
I/C Insurance	54,718.20	91,676.53	82,952.94	82,952.94						312,300.61
Insurance Department Fee	62,579.55	66,660.47	69,607.53	69,607.53						268,455.08
Expendables	15,792.15	7,571.27	15,063.34	15,007.99						53,434.75
Maintenance	47,710.49	40,402.44	37,005.92	35,045.83						160,164.68
Office	15,082.55	14,825.00	10,889.58	15,420.83						56,217.96
Safety	11,202.02	10,605.98	7,519.44	10,415.93						39,743.37
Small Tools and Equipment	12,406.89	11,293.43	16,303.40	8,847.10						48,850.82
Shoes and Uniforms	15,745.57	7,539.86	4,024.17	35,080.38						62,389.98
Franchise Fees	309,663.70	301,746.17	316,896.76	314,814.55		(1,243,121.18)				0.00
Surcharge	30,966.43	30,955.19	63,379.32	62,962.94		(188,263.88)				0.00
Building and Facility	67,222.08	13,189.69	79,791.86	31,024.61						191,228.24
Security	25,826.38	26,005.99	26,440.17	25,657.05						103,929.59
Janitorial	37,646.31	37,717.90	45,361.99	41,915.59						193,888.26
Licenses and permits	4,720.26	5,369.24	4,754.63	4,544.13						162,639.79
Electricity	36,001.10	26,930.22	31,592.70	28,671.86						123,195.88
Water	4,226.38	(1,229.53)	2,936.92	3,814.72						9,748.49
Gas	1,585.50	555.56	8,021.18	8,588.29						18,750.53
O/S Freight	18,167.48	24,684.80	27,373.30	23,175.00						93,400.58
Equipment Transportation	337.50	1,793.94	323.50	0.00						2,454.94
I/C Freight	(414.00)	0.00	0.00	116.67						(297.33)
I/D Freight	875.00	250.00	125.00	0.00						1,250.00
Deferred Landfill	(875.00)	(250.00)	(125.00)	0.00						(1,250.00)
Landfill Permits	0.00	0.00	0.00	0.00						0.00
Article 5	128,902.89	114,719.49	113,610.68	112,348.19						469,581.25
Landfill Regulatory	0.00	0.00	0.00	0.00						0.00
Processing Fees	14,169.41	7,883.97	3,307.70	9,219.25						34,580.33
Purchases-Aluminum	26,410.36	27,924.68	17,733.68	18,210.38						90,279.10
Purchases-Cardboard	17,587.08	13,262.62	11,437.74	11,253.64						53,541.08
Purchases-Glass	3,800.79	3,671.84	5,428.57	1,881.45						14,782.65
Purchases-Junk	4.00	0.00	0.00	6.40						10.40
Purchases-Metal	972.12	1.29	0.81	6.64						980.86
Purchases-Newsprint	2,749.76	2,466.89	2,474.03	1,806.35						9,497.03
Purchases-Plastic	15,948.10	16,761.46	10,296.86	10,960.17						53,966.59
Cost of Goods Sold	1,003.65	(14,864.90)	9,928.50	5,214.50						1,281.75
I/C Cost of Goods Sold	32,900.00	0.00	0.00	350.00						33,250.00
Professional Services-Other	(1,446.03)	5,778.48	(87.44)	5,988.41						10,233.42
Professional Services-Accounting	13,088.87	14,516.64	13,542.75	12,587.12						53,735.38
Professional Services-Legal	496.00	5,722.01	5,140.08	1,570.37						12,928.46
Professional Services-Engineering	13,808.38	5,682.92	791.49	(6,136.00)						14,146.79
Lab Analysis	900.00	1,375.00	1,604.00	979.00						4,858.00
Bad Debts	28,058.69	9,274.67	17,100.00	1,062.59						55,495.95
Business Meals	2,741.41	4,076.54	4,737.04	3,246.52						14,801.51
Travel	743.06	815.42	837.95	638.19						3,034.62
Telephone	22,666.69	22,780.08	22,522.75	22,858.76						90,828.28
Advertising	22,610.45	14,038.42	27,630.50	22,153.76						86,433.13
Promotion and Special Events	53,595.54	32,229.16	45,871.95	33,259.44						8,749.91
Donations	3,753.55	100.00	1,254.52	2,776.00		(156,206.18)				0.00
Dues and Subscriptions	1,315.00	1,518.20	1,124.91	392.50		(7,884.07)				4,350.61
Employee Recognition	1,502.21	3,603.65	4,237.23	3,130.87						12,473.96

ATTACHMENT 1

Recology Yuba-Sutter
Expense Statement Excluding
Street Sweeping, HHW Facility, Ponderosa, Landfill Closure, and Projects

	3rd Qtr 2012 Actual	4th Qtr 2012 Actual	1st Qtr 2013 Actual	2nd Qtr 2013 Actual	Adjust Leases and Depreciation	Adjust Donations and Event Promo	Adjust Franchise Fees and Road Maint	Adjust Recology Butte/Colusa	Adjust Member Agency Specific Maint	Apr 2011 - Mar 2012 Actual
Employee Training	892.00	(211.28)	1,330.26	775.00						2,785.98
Office Expense	23.65	22.34	0.00	0.00						45.99
Postage	15,145.45	7,354.42	13,297.48	12,097.62						47,894.97
Project Costs	0.00	0.00	0.00	0.00						0.00
Taxes-Business and Other	1,652.53	1,761.79	1,652.49	2,726.16						7,792.97
Taxes-Secured Property	41,106.88	41,033.22	41,561.33	41,334.92						165,036.35
Taxes-Unsecured Property	27,313.63	28,968.53	28,968.54	28,968.54						114,219.24
I/C Management Fees	14,319.00	12,789.00	30,447.35	0.00						57,555.35
Regional Accounting	2,865.00	3,783.00	1,053.00	0.00						7,701.00
Regional Management	13,994.92	21,045.31	41,137.77	170,497.44				(67,832.00)		246,675.44
Miscellaneous	1,003.96	3,238.21	392.94	866.25						(62,330.64)
Refunds	0.00	0.00	25.00	0.00						25.00
Propane Fuel	4,194.40	3,320.44	4,050.97	4,924.83						16,490.64
Transfer to CIP (Contra)	4,770.35	25,896.62	4,719.24	9,673.30						45,059.51
Customer Training	19,366.45	8,156.26	684.55	2,768.25						30,975.51
Medical Expenses	1,473.00	3,168.30	710.50	1,657.24						7,009.04
Citations	0.00	25.00	0.00	0.00						25.00
Bank Service Charges	4,861.39	12,794.82	11,111.59	10,434.96						39,202.76
O/S Billing Service	32,508.14	24,794.46	30,350.54	30,527.34						118,180.48
Returned Checks	(75.11)	(74.37)	285.73	591.00						727.25
Corporate Accounting	44,214.22	36,786.87	44,969.25	45,847.31						172,817.65
IT Fee	129,095.18	124,908.98	148,808.49	154,117.08						556,929.73
Environmental Compliance	10,140.89	5,345.24	13,682.25	12,056.32						41,224.70
Legislative Compliance	7,626.27	6,078.81	7,047.51	8,464.74						29,217.33
Human Resources	31,248.20	23,170.20	39,708.75	26,786.32						120,913.47
Corporate Management	36,825.70	42,190.96	37,779.24	33,524.85						150,320.75
All Other	1,644,066.20	1,455,633.37	1,699,666.16	1,696,279.09	0.00	(164,090.25)	(1,431,385.06)	(67,832.00)	0.00	4,832,337.51
Total Operating Expenses	6,553,213.00	6,284,578.05	6,761,394.48	6,531,674.93	(150,415.27)	(164,090.25)	(1,431,385.06)	(600,611.00)	(68,079.00)	23,716,279.88
										100.0%

20.4%

ATTACHMENT 2

Recology Yuba-Sutter
Refuse Rate Index Calculation
For Rate Year 2014 (October 1, 2013 to September 30, 2014)

Alternative 2 fund post-closure maintenance for 2014 and 2015 through the 2014 and 2015 rates.
Post-closure for 2013 would be funded through the rate stabilization fund.

Adjustments prior to Applying RRI and Fuel True-up for FY2014 Rates

		% of 2013 Rates
FY2013 Collections Revenue	23,904,185	100.00%
Reduce Rate Requirement by FY2013 Fuel Cost Adjustments		
Remove Fuel price true-up for October 1, 2010 to September 30, 2011	(123,161)	
Remove Fuel price true-up for October 1, 2011 to March 31, 2012	(125,859)	
Total Fuel Cost Adjustments	(249,020)	-1.04%
FY2013 Collections Revenue net of FY2013 Fuel Cost Adjustments equaling FY2014 Collections Revenue before Rate Adjustment		<u>98.96%</u>

Factor to adjust rates by before applying RRI Index to remove FY2013 Fuel
Cost Adjustments

0.9896

	Index Percentage Change	Expense Weight	Weighted Percentage
Labor	3.11%	42.04%	1.31%
Fuel	0.55%	7.22%	0.04%
Vehicle and Equipment Replacement	1.19%	9.86%	0.12%
Vehicle and Equipment Maintenance	3.42%	4.95%	0.17%
Disposal	16.02%	15.56%	2.49%
All Other	1.37%	20.38%	0.28%
Total Weighted Percentage			<u>4.41%</u>

Fuel price true-up for October 1, 2011 to September 30, 2012	\$105,052		0.44%
Post-closure for 2014 (State inflation factor was 1.8%)	\$200,599	\$184,952	0.77%
Total Rate Adjustment for Rate Year 2014			<u>5.62%</u>

Rate Adjustment Factor for FY2014

1.0562

Total adjustment factor to remove FY2012 fuel cost adjustments
remove Operating Ratio on Marysville Fees, and then apply the
FY2014 RRI and FY2014 fuel cost adjustments

(0.9896 X 1.0562)

1.0452

Overall Percentage Adjustment

4.52%

ATTACHMENT 3

Recology Yuba-Sutter
Refuse Rate Index Calculation
For Rate Year 2014 (October 1, 2013 to September 30, 2014)

Labor Index

Series ID: CIU20150000005101 (B,H) Employment Cost Index not seasonally adjusted, total compensation, private industry, union, service providing industries (Bureau of Labor Statistics)

Average 2012	2nd Qtr 2011	3rd Qtr 2011	4th Qtr 2011	1st Qtr 2012
118.8000	117.7	118.3	118.8	120.4
Average 2013	2nd Qtr 2012	3rd Qtr 2012	4th Qtr 2012	1st Qtr 2013
122.5000	121.5	122.2	122.6	123.7

Percentage change	3.11%	Weight	42.04%	Weighted percentage	1.31%
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Fuel

Energy Information Administration (U.S. Department of Energy)
California #2 Diesel Fuel, Retail sales by all sellers. (DDR007)

Average 2012	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012
4.1978	4.400	4.362	4.213	4.106	4.009	4.057	4.059	4.245	4.095	4.103	4.251	4.474
Average 2013	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013
4.2208	4.419	4.316	4.027	3.917	4.240	4.456	4.376	4.170	4.076	4.083	4.325	4.245

Percentage change	0.55%	Weight	7.22%	Weighted percentage	0.04%
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Vehicle and Equipment Replacement

Series ID: wpu141301 Truck and Bus Bodies sold separately (Bureau of Labor Statistics)

Average 2012	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012
225.0000	222.8	223.8	223.9	224.0	223.8	224.4	224.4	225.5	225.9 P	227.1 P	227.2 P	227.2 P
Average 2013	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013
227.6667	227.0	227.1	227.1	226.8	227.1	227.1	227.2	227.6	228.3 P	228.7 P	229.0 P	229.0 P

Percentage change	1.19%	Weight	9.86%	Weighted percentage	0.12%
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Vehicle and Equipment Maintenance

Series ID: pcu333924333924 Parts & attachment of industrial work trucks & tractors (Bureau of Labor Statistics)

Average 2012	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012
211.2167	209.5	209.4	209.9	210.6	210.6	210.8	210.9	210.8	211.0 P	213.9 P	213.7 P	213.5 P
Average 2013	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013
218.4417	215.2	215.5	216.7	218.0	218.1	218.3	218.3	218.6	218.4 P	223.2 P	219.4 P	221.6 P

Percentage change	3.42%	Weight	4.95%	Weighted percentage	0.17%
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Disposal

Apr 2011
\$28.66 Disposal rate

Apr 2012
\$33.25 Disposal rate

Percentage change	16.02%	Weight	15.56%	Weighted percentage	2.49%
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All Other

Series ID: cuux400sa0 Consumer Price Index, All Urban Consumers, All Items, West-Size Class B/C (U.S. Department of Labor, Bureau of Labor Statistics)

Average 2012	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012
138.5604	138.174	138.598	138.269	138.128	138.171	138.564	138.696	138.411	138.017	138.465	138.997	140.235
Average 2013	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013
140.4547	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	139.865	141.072	141.573

Percentage change	1.37%	Weight	20.38%	Weighted percentage	0.28%
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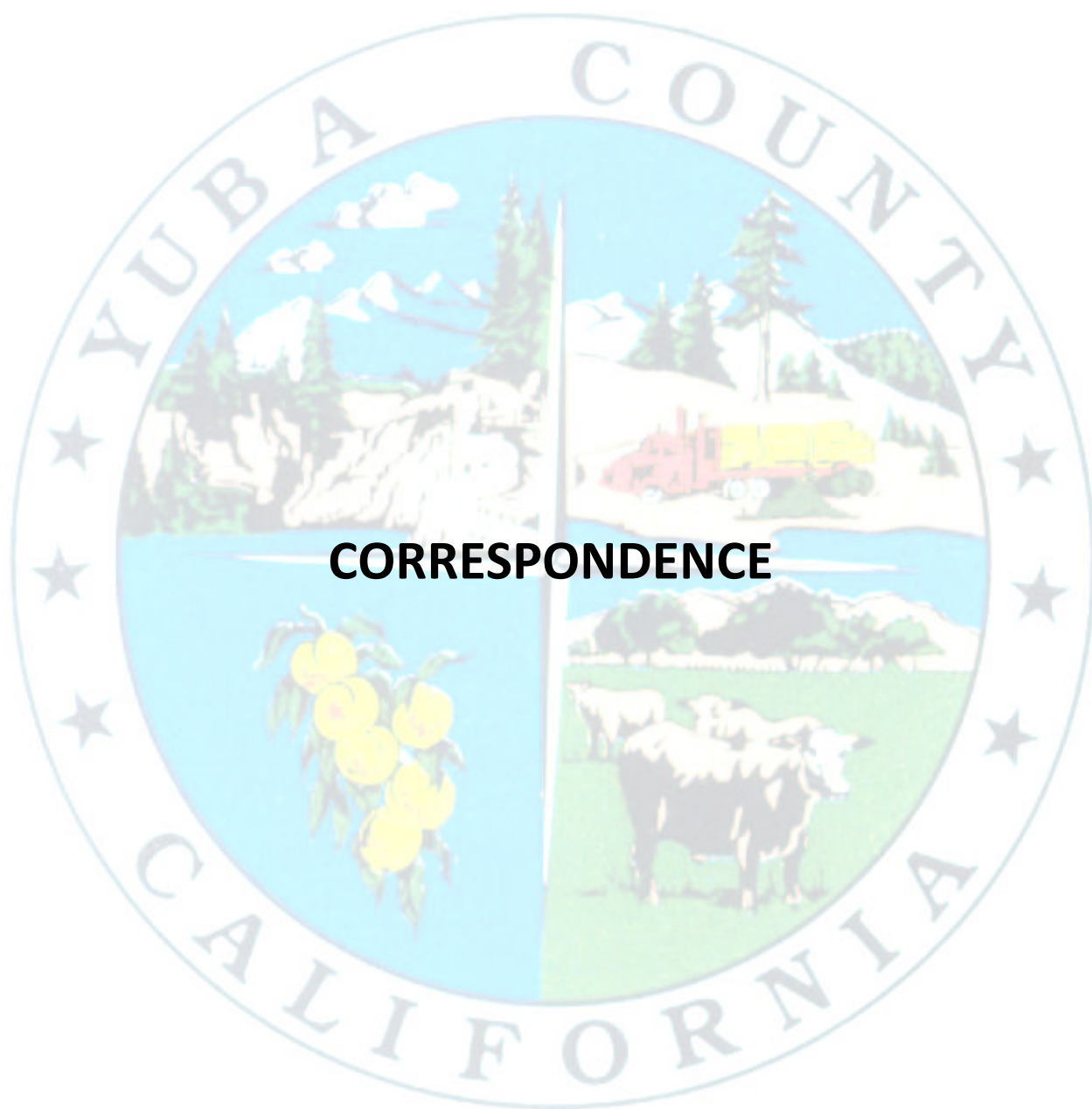
Total Weighted Percentage Increase	4.41%
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ATTACHMENT 4

Recology Yuba-Sutter Fuel Cost Adjustments For FY2014 Rates

FY2012 Fuel Purchases (October 2011 - September 2012)

Average fuel price per gallon	\$3.824
Fuel price per gallon in rate application	\$3.369
Price variance over/(under) rate application	\$0.455
Fuel volume (gallons) allowance 433,908	433,908
Fuel cost/(credit) adjustment for FY 2012	\$197,428
Less: Fuel cost/(credit) for FY2012 received in FY2013 rates	\$107,609
Remaining fuel cost/(credit) for FY2012 to be added to FY2014 rates	\$89,819
Operating Ratio	\$9,980
Franchise Fees	\$5,253
Total rate deficit/(excess)	\$105,052
2014 Collections Revenue before Rate Adjustment	\$23,904,185
Fuel Price Variance Adjustment Percentage (July 2011 - September 2012)	0.44%





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*Yuba County, California*

August 6, 2013

RECEIVED

AUG 6 2013

Clerk/Board of Supervisors

Donna Stottlemeyer
Yuba County Clerk of the Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901

RE: Resolution No. 2013-08-01 – "A Resolution Confirming District Diagram and Assessment, and Ordering the Levy of Assessments for the Fiscal Year 2013-2014 for the Reclamation District No. 784 Operation and Maintenance Assessment District"

Dear Ms. Stottlemeyer,

I have enclosed the Resolution 2013-08-01 just as a courtesy, in case you may need it in the future for informational or reference purposes.

Sincerely,

A handwritten signature in cursive script that reads "Kimberly Ford".

Kimberly Ford, Office Manager
Reclamation District 784
1594 Broadway Street
Arboga, CA 95961
Office-530-742-0520
Fax-530-742-3021
kim@rd784.org

BOS CORRESPONDENCE A1594 Broadway St. Arboga, CA 95961 Office: 530-742-0520 Fax: 530-742-3021 Email: www.rd784.org

RESOLUTION NO. 2013-08-01

**A RESOLUTION
CONFIRMING DISTRICT DIAGRAM AND ASSESSMENT,
AND ORDERING THE LEVY OF ASSESSMENTS FOR FISCAL YEAR 2013-14
FOR THE RECLAMATION DISTRICT NO. 784 OPERATION AND MAINTENANCE ASSESSMENT DISTRICT**

WHEREAS, in accordance with Article XIII D of the California Constitution, Sections 53750 et seq. of the California Government Code, Sections 51200 et seq. of the California Water Code, Reclamation District 784 ("the District") has established a special benefit assessment to fund operation and maintenance of flood control works within the District's geographical boundaries, including, but not limited to, levees, drainage canals, detention basins, and pumping stations; and

WHEREAS, such maintenance services provide tangible special benefits to the properties within the areas of such services; and

WHEREAS, the Board of Directors of Reclamation District No. 784 authorized the levy of assessments for the Operation and Maintenance Assessment District (the "Assessment") pursuant to the provisions of the Government Code section 53750, 54710 et seq. and Article XIII D of the California Constitution; and

WHEREAS, notice was given, ballots were distributed, public hearings were held, and said ballots were received and counted in accordance with State law, confirming that a majority of the votes received were in favor of the assessment, and the assessment was duly established and levied; and

WHEREAS, in accordance with Article XIII D, Sections 53750 et seq. of the California Government Code, and Sections 51200 et seq. of the California Water Code, an Engineer's Report was duly filed with the District to properly apportion the costs of benefits to each parcel of land subject to the assessment in proportion to the benefits to be received and said Engineer's Report was duly approved by the District's Board of Trustees; and

WHEREAS, prior to the adoption of the Resolution, the District's Board of Trustees held at least one public meeting, noticed in accordance with State law, at which oral and written presentations were permitted;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Reclamation District No. 784 that:

SECTION 1. The Assessment together with the proposed assessment roll for fiscal year 2013-14 is hereby confirmed and approved.

SECTION 2. That based on the oral and documentary evidence, the Board expressly finds and determines that: (a) each of the several lots and parcels of land subject to the Assessment will be specially benefited by the services to be financed by the assessment proceeds in at least the amount of the assessment apportioned against such lots and parcels of land, respectively; and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property from the levee and flood control services to be financed with assessment proceeds.

SECTION 3. That assessments for fiscal year 2013-13 shall be levied at the rate of SIXTY DOLLARS AND FORTY FOUR CENTS (\$60.44) per single family equivalent benefit unit in Zone 1, FIFTY NINE DOLLARS AND EIGHTY FOUR CENTS (\$59.84) per single family equivalent benefit unit in Zone 2, and FIFTY THREE DOLLARS AND NINETEEN CENTS (\$53.19) per single family equivalent benefit unit in Zone 3, as specified in the Engineer's Report.

SECTION 4. That the levee and flood control services to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

SECTION 5. No later than August 10th following such adoption, the Board shall file a certified copy of the resolution with the Auditor of the County of Yuba ("County Auditor"). Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all the laws providing for collection and enforcement shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Levee and Flood Control Facilities Maintenance District Assessment.

SECTION 6. All revenues from Assessments, shall be deposited in a separate fund established under the distinctive designation of the Reclamation No. 784 Operation and Maintenance Assessment District.

SECTION 7. The Assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors of the District. Any such corrections, cancellations or refunds shall be limited to the current fiscal year.

PASSED AND ADOPTED this 6th day of August, 2013 by the following vote, to wit:


AYES 5

NAYES 0

ABSENT 0

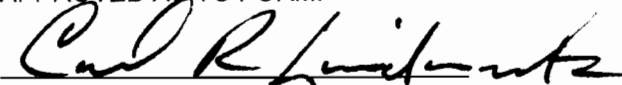
ABSTAIN 0

ATTEST:


Rick Brown
President, Reclamation District No. 784


Steve Fordice
Secretary, Reclamation District No. 784

APPROVED AS TO FORM:


Carl R. Lindmark
District Counsel

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE****Community Development Block Grant (CDBG) Program**

2020 West El Camino Avenue, Suite 500

Sacramento, CA 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(855) 333-CDBG

www.hcd.ca.gov

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August 1, 2013

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AUG 6 2013

Clerk/Board of Supervisors

Andy Vasquez, Jr., Chairman
Board of Supervisors
Yuba County
915 8th Street, Suite 109
Marysville, CA

**RECEIVED BY EACH
BOARD MEMBER**

**RE: Community Development Block Grant (CDBG) Program
Standard Agreements: 09-NSP1-6129, 10-EDEF-7271 and 10-STBG-6748
Clearance of Monitoring Findings and Concerns**

Dear Mr. Vasquez:

The Department of Housing and Community Development (Department) conducted a monitoring of the County of Yuba's (County) Community Development Block Grant (CDBG) Program March 26-30, 2012. The Department received the County's final electronic submission of documents relating to the monitoring on July 31, 2013.

Department Monitoring staff reviewed the submitted materials and determined that the monitoring requirements have been adequately addressed. Therefore, all monitoring Findings and Concerns identified in the April 25, 2012 monitoring report are now cleared.

Thank you for your efforts and cooperation addressing these important issues. The Department wishes you continued success in the County's community and economic development programs.

Sincerely,

Thomas Brandeberry
Section Chief

8-6-2013 CC: Community Development and Services ✓
Housing and Community Services ✓

BOS CORRESPONDENCE

B



Finance and Administration Committee



The County of Yuba

COUNTY CLERK RECORDER

915 8th STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



Ms. Terry A. Hansen

(530) 749-7851

To: Board of Supervisors
From: Terry Hansen, Clerk/Recorder – Registrar of Voters *Terry Hansen / DH*
Subject: **Consider Agreement with Tyler Technologies for Clerk Recorder System**
Date: August 15, 2013

Recommendation:

Consider agreement with Tyler Technologies for Clerk/Recorder System.

Background and Discussion

Clerk/Recorder functions were automated with the purchase of our current system in 2004. Pursuant to Government Code §27361 funding is acquired with each document recorded and placed into trust funds specifically for the purpose of social security truncation and modernization of Clerk Recorder functions.

An RFP was conducted and a contract has been negotiated with Tyler Technologies in the amount of \$239,264.

Fiscal Impact:

Entire cost of contract will be supported by Clerk Recorder Trust Funds.

Attachment:
Tyler Technologies Contract

AGREEMENT

Contract ID# 2013-0159

This agreement ("Agreement") is made this _____ day of _____ 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and Yuba County, with offices at 915 8th Street, Marysville, California 95901 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install and implement the products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.

c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.

d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.

e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.

f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a

Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.

2. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. Additional Services.

a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1). Payment for additional services shall be made to Tyler by Client if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products.

a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware (“Hardware”) and third party software (“Third Party Software”) set forth in the Investment Summary (collectively, the “Third Party Products”).

b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products (“Developer”).

c) Third Party Software Maintenance.

i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.

ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.

iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(21). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure; Client Assistance. “Force Majeure” is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client

personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.

a) Tyler shall invoice Client \$31,000.00 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.

b) Tyler shall invoice Client \$74,400.00 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.

c) Tyler shall invoice Client \$18,600.00 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.

d) Tyler shall invoice Client fees for services, plus expenses, if and as provided/incurred

e) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.

f) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

g) Payment is due within thirty (30) days of the invoice date.

h) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees will be due on the anniversary of such date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.

a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

i) Actually received,

ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,

iii) Upon receipt by sender of proof of email delivery, or

iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Yuba County, CA
915 8th Street; #107
Marysville, California 95901
Terry Hensen

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Albert Mendoza – Contract Specialist

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

24. 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.

25. 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.

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

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, CONTRACTOR's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Yuba County, CA

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Work
Tyler Eagle Recorder Implementation
Yuba County Clerk & Recorder
Yuba County, CA

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Section 1. Project Overview

1.1 Project Description

This Statement of Work (SOW) document describes a project or a project phase to be undertaken by Tyler Technologies (Tyler) on behalf of Yuba County Clerk & Recorder (Client) in accordance with the Systems Agreement YYY-#### (Agreement) established on MM/DD/YYYY.

The Client has selected Tyler to provide a comprehensive Recorder solution for processing recorded transactions. The Client will be replacing their current systems with components from the Tyler Eagle Software suite with the primary goals of modernizing business processes, increasing functionality, and eliminating paper-intensive workflows. Each of these concerns will be a high priority for Tyler in this software implementation project.

The objective of the project is to replace current business systems and processes with Tyler's Eagle Recorder Software package that will help Yuba County realize industry best practices, better manage information resources, and build the foundation for e-government initiatives.

The Eagle Recorder System should meet the software functionality needs of the County, described in more detail in the functional requirements and RFP response. In addition, the overall objectives are:

- Improve efficiency and productivity
- Position the Register of Deeds office to meet its current and future strategic objectives
- Allow for efficient reporting and analytical capabilities
- Eliminate the need for process and data duplication
- Enhance customer service

The scope and budget of the project has been established through a separate pricing document as provided by Tyler. Products, services, and functionality to be provided during this project will adhere to Tyler's documented standards (the "Specifications and Requirements").

The project scope includes a commercial, off-the-shelf (COTS) system and is not a custom development project..

A primary constraint is time. Therefore we must evaluate the three major time critical tasks of data conversion, production hardware, and training and on site consulting.

- It is critical that Yuba County provide a clean extract of data with related operational reports for balancing to be delivered to Tyler no later than date as identified in the final project plan as mutually agreed upon by Tyler and the Client.
- All server and workstation production hardware must be installed and functional by date as identified in the final project plan as mutually agreed upon by Tyler and the Client.
- All Clerk & Recorder personnel must be available and dedicated for all activities while the Tyler consultants are on site for training and consulting.

Currently, there is no preferred date for "go-live" or for any other activity within the project. The Client desires to approach the project tasks within timeframes that are reasonable for completing work in a thorough and accurate fashion. Therefore, the project schedule dates will be established based on conservative estimates of task duration, and these dates will be confirmed or revised as the project progresses.

The primary constraint for this project is budget. As changes are requested or issues arise during the project life cycle, schedule, scope, and resources will be adjusted to maintain the established budget for the project.

Section 2. Project Scope

The purpose of this section of the SOW document is to further define and describe the products and services that Tyler will provide under the scope of the Agreement. In order to conduct a successful implementation project, it is essential that the parties involved are all aware of the activities that will take place and the assumptions that the parties are operating under in order to deliver the expected business value.

Each of the products and services listed in the Agreement is represented below with a description and a list of activities and assumptions. In the Agreement, many of the products and services are associated with an estimated number of implementation service hours. These hours are estimates of the implementation time required for Tyler to perform the activities listed which Tyler is responsible for. The accuracy of these estimates is dependent on the Client performing their responsibilities and also upon the validity of the assumptions put forth. If these responsibilities or assumptions shift, the number of hours required to deliver the products and services will likely be affected.

2.1 Tyler Software

Tyler products will be implemented “off the shelf” without customization or modification, except as detailed in the Agreement. Any additional customizations or modifications identified or requested will be quoted on a time and materials basis.

Tyler is responsible for installing the software products on the hosted server infrastructure and instructing the Client on how to install the workstation components. The Client is responsible for installing the components on the workstations.

Activities and assumptions:

- The Client will identify one or more Subject Matter Experts (SME) with knowledge of the key business processes to be performed in each suite of applications to work with Tyler staff on configuration and testing of the application.
- The Client will complete all surveys, questionnaires and verification forms and return them to Tyler for review and implementation planning. Tyler may coordinate a conference call with the Client to discuss the information provided.
- Tyler will provide the Client access to the Tyler Online Training Center and identify prerequisite courses to prepare the Client’s staff for implementation. The Client is responsible for having each of the End Users complete the prerequisite courses.
- Tyler will set up the base configuration of the application according to the information provided. Tyler will train the Client’s personnel on the key business processes to be performed in the application. The amount of training provided will depend on the number of implementation hours estimated in the Agreement.
- Tyler will work with the Client to establish a process for ending processing in the legacy system and beginning processing in the Tyler system. Tyler does not support parallel processing – keeping two systems active and duplicating effort in each system.
- Tyler will support the go-live process by answering questions from Client End Users and providing follow-up training as provided in the Agreement.

2.1.1 Eagle Recorder Software

2.1.1.1 Land and Vital records software

Tyler Technologies offers a suite of integrated Eagle Recorder products to automate the many tasks performed by the County Clerk and Recorder. Several integrated modules are available as add-ons at the time of purchase or thereafter.

2.1.1.2 Standard Forms and Reports Package

Eagle Recorder includes a standard library of ready-to-use form templates and reports for use with the Eagle Recorder applications. The format and functionality of these forms and reports have been tested and are continuously maintained through software upgrades and patches.

Activities and assumptions:

- The Client will choose form templates from the standard library. The package varies from state to state. The Agreement includes State designed forms (those that already exist in Tyler Forms Library, not requiring any additional configuration) as well as three custom designed forms unique and specific for Client..
- The Client will provide an electronic copy of their logo for use in the form templates.
- Tyler will install the form templates and test them using the Client's data.
- Tyler reserves the right to require custom development charges if changes in formats or additional data elements are required by the Client.
- Tyler provides a library of core reports to meet your office needs. Financial, indexing, workflow and extract reports are examples of reports included with Eagle Recorder.

2.1.1.3 Eagle Web

Eagle Web is Tyler's web-based public access solution for Eagle Recorder. With built-in flexibility, Eagle Web provides the ability limit document types that can be viewed, limit the information viewed, apply watermarks based on document type along with other useful features. New records can be published seamlessly and viewed internally on your intranet, externally on the internet or both.

Activities and assumptions:

- Configuring your network to allow access to Eagle Web from inside your or on your intranet is fairly simple and normally be handled by your IT staff.
- Port 80 and or port 433 are utilized and will need to be open on the firewall.
- A domain name is required along with the appropriate hardware. Tyler's technical services staff will assist to insure the best possible configuration.

2.1.1.4 eCommerce

Tyler's eCommerce module allows you to collect monies from the general public, via a credit card, to view or print index data and/or images. It also allows you to set up title companies to charge index data and/or images against their existing Eagle Recorder House Account.

Activities and assumptions:

- Configuration will take place in a test environment on the County's server using a test credit card provided by Pay Flow. After testing completes successfully, the new services can be configured and launched in the live environment.
- Some benefits of eCommerce are:
 - Ability to accept credit card payments through your Eagle Web website.
 - Charge for index data and images in a variety of ways including:
 1. Daily Subscriptions
 2. Weekly Subscriptions
 3. Monthly Subscriptions
 4. Yearly Subscriptions
 5. Per page
- Charge differently for different document types.
- Reduces customer traffic in your office.
- Requires an SSL Certificate, which provides for secure on-line transaction processing.

2.1.1.5 eMarry

Tyler's eMarry module allows a couple to fill out their own marriage application.

Activities and assumptions:

- If Eagle Web was purchased, the couple may input their personal information via the internet from the county's Eagle Web website.
- If Eagle Web was not purchased, the couple may input their personal information at a public terminal in the county office.
- When the form is complete, a temporary record is created in Eagle Recorder and the couple is given a reference number.
- The couple then takes the reference number to the county office. The county staff uses the reference number to access the couple's marriage application. The staff reviews the information and completes the application process by printing the marriage forms and receipting the payment.
- Benefits of eMarry include:
 - eMarry helps decrease the amount of time a couple spends at the counter, freeing up staff time for other tasks and shortening lines.
 - If Eagle Web was purchased, the couple can complete the marriage application form at their convenience and go to the county only to pay and print the forms.

2.1.1.6 Eagle Quickdocs

Tyler's eRecording solution, Eagle Quickdocs, provides significant benefits to counties and originators alike.

In the broadest sense, the Eagle Quickdocs implementation process is very straightforward. It is the process of *submitting electronic documents* to county recorders where documents are received, examined, recorded, indexed, fees collected, and returned to the submitter.

Activities and assumptions:

- Using the information you provide on the Eagle Quickdocs Configuration Survey, the test environment will be configured to reflect the county's business processes.
- Critical information required from the county in order to complete the Eagle Quickdocs configuration is:

- Mapping between the county's document types and the PRIA document types.
- A review of the failure codes the county will use to reject non-compliant packages. The system will come pre-configured with some standard failure reasons, but the county may customize them to reflect their own business processes if needed.
- A list of the Electronic Delivery Vendors (EDVs) the county initially wants to accept submissions from in order for testing of their package submissions to be arranged.

The successful implementation of the Eagle Quickdocs module is dependent upon the cooperative participation of the county, the Electronic Delivery Vendor and Tyler Technologies.

2.1.1.7 OCR Automated Indexing

Optical Character Recognition (OCR) is a powerful tool that improves the productivity and accuracy of the in-house indexer. Automated Indexing OCR is an add-on module that, using artificial intelligence, automates the retrieval of indexing information from scanned images.

Activities and assumptions:

Tyler offers two OCR solutions:

Selectable OCR	Supports the manual capture, via roping and clicking, of indexing information from scanned images. Selectable OCR functionality is included in the core Eagle Recorder product; however, a dedicated OCR server is required to perform the OCR functions. Selectable OCR also incorporates one additional workflow task that is executed by the system and is transparent to the user.
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Automated Indexing OCR	An add-on module that, using artificial intelligence, <i>automates</i> the retrieval of indexing information from scanned images. Automated Indexing OCR is separately licensed. Like Selectable OCR, a dedicated OCR server is required to perform the OCR functions. Automated Indexing OCR incorporates four additional workflow tasks that are all executed by the system and are transparent to the user.
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- Automated Indexing OCR incorporates several workflow tasks that are all executed by the system and are transparent to the user.
- A combination of technologies, business rules, indexing, verifying and learning functions work together to properly analyze the documents and produce the desired results.

2.1.1.8 OCR Automated Redaction

The automated identification and redaction of sensitive information is achieved through the capabilities of the advanced Eagle OCR module for Automated Redaction. Based upon pre-defined and configured business rules, the system can automatically identify and apply redaction to formatted Social Security Numbers and other confidential data that can be identified by the OCR engine.

Activities and Assumptions:

- Automated redaction is setup via workflow and detects potentially sensitive information on the document image.

- Transparent redaction is automatically applied and the document goes to a redaction workflow queue with the area(s) highlighted for staff viewing for acceptance or rejection.
 - If there are additional areas that need to be redacted, manual redaction can be applied simply by “roping” the text to be redacted.
- Reports include verify redactions and counts; type of data found; no confidential data; date ranges; document type.
- The redaction process is native to Eagle Recorder and the redaction is stored separately from the image. Benefits of this methodology are:
 - Single image file
 - No duplicate images
 - No separate image system
 - Redaction is based on user security
 - No special security is required

2.1.1.9 Fraud Guard

Fraud Guard requires configuration by Tyler’s consultant and provides an extra layer of security for individual and business names. Eagle Fraud Guard actively monitors and notifies participating citizens when any land document recorded in their individual or business name are created or altered

2.1.1.10 Application Reports

As part of the Client Survey and Business Process Review (BPR), Tyler will work with the Client to identify all current reports and the corresponding report in Eagle Recorder; in some cases application functionality may eliminate the need for a report that was previously used, in these cases Tyler will review with the Client in detail this functionality and the Client will approve eliminating the reporting need. Customized reports can be created using functionality in the software application. That being said, it is also understood that Yuba County may have unique reports that would require development time by Tyler.

Reports may be defined as extracts, exports, electronic or digital generation or other outputs as supported by Eagle Recorder.

2.2 Professional services

2.2.1 Consulting Services

2.2.1.1 Business Process Review

Tyler will begin the project effort with an onsite Business Process Review (BPR). The Client Survey must be completed and returned before the Business Process Review. Tyler will review the Client Survey and gather additional information in order to configure the Eagle Recorder software solution. Tyler will also prepare any recommendations for changes in process in order to improve efficiency and productivity. The deliverable for the BPR will be a BPR Report presented by and reviewed with the Client by the Tyler Consultant. The Client will be asked to sign an acknowledging their acceptance of the BPR Report as presented by Tyler (the methodology of ‘acknowledging a deliverable’ will be used throughout the project to indicate the Client’s progression and acceptance of tasks and milestones throughout the lifecycle of the project).

2.2.1.2 Application Configuration

Upon completion of the BPR, Tyler will configure Eagle Recorder specific to the Client’s needs, and the Client will be asked to review the configuration and verify that it meets their business needs. A

comprehensive checklist will be reviewed to ensure every aspect of the Eagle Recorder installation is configured and ready for a production environment. Document types, fees, reports, security and workflows are a few examples of areas that will be specifically configured to meet the Client's requirements. Upon completion of the review, the Client will be asked to sign an acknowledgment form that this task has been completed.

2.2.1.3 User Acceptance Testing

User Acceptance Testing (UAT) is the process of running the same work through two systems to make sure the outcome is the same. This means processing transactions through the entire system, including all workflow tasks, and running balancing reports and extracts and searching, etc. to ensure that all daily, weekly, monthly, annual and auditing needs are satisfied. This test will also test ALL hardware and networking infrastructure from the workstation (including all peripherals) to the Data Center.

User Acceptance Testing provides the Client the opportunity to see all parts and pieces of the installation work together. By performing this testing prior to Training, it allows Tyler the time to resolve any issues reported before training begins, thus providing the most productive training to your staff. Tyler will provide specific instructions on how to perform the User Acceptance Testing, as well as how to notify Tyler of any anomalies, questions or concerns. Upon completion of the testing, the Client will be asked to sign an acknowledgment form that this task has been completed.

2.2.1.4 Training and Go Live Services

Tyler will provide to the client Training and Go Live services as defined in the "Pricing Appendix". These services are designed to ensure the users do not have the 'comfort' to use a new system (that will come after days and weeks of use), but rather the correct skill set to complete all business functions independently. A comprehensive training plan will be created by Tyler and presented to the Client for acceptance during the planning phases of the project.

Tyler staff will be on site for both Training and Go Live to ensure a successful and smooth transition onto the new system in a production environment. Upon completion of the Training and Go Live, the Client will be asked to sign an acknowledgment form that this task has been completed.

2.2.1.5 Tyler Change Management

Tyler's Change Management services focuses on managing the people side of the changes that are introduced through a software implementation project. Our consultants work to improve awareness and engagement in the project among the project stakeholders, leading to improved adoption of the Tyler solution and the associated business process improvements.

This service begins with an analysis of the characteristics of the organization, the capacity for change within the organization, the scope of the change project and the project impact on human capital. This analysis is then used to create change management plans to be executed by the project team to support and reinforce the change process. Tools are also provided to manage change at an individual level with each employee – coaching an employee through the transition process and creating development plans to mitigate resistance to change.

2.2.1.6 Documentation

Tyler employees takes advantage of online tools to provide application documentation, including online help files (which includes a printable function), blogs, tutorials available through the Tyler Online Training Center. All training materials will be provided to the Client both in hard and soft copy. Any Tyler standard documentation related to utilizing and supporting the system will be made available to the Client as necessary to use and support the system.

2.2.2 Implementation Services

Tyler employs a pool of skilled implementation consultants for the Eagle Software Suite of products. Tyler attempts to assign one implementation consultant of each applicable skill set to each client. This consultant will perform all consultation, conversion, and training tasks for that product suite.

As mentioned previously in this SOW, many of the products and services included in the Agreement are associated with an estimated number of implementation service hours. These hours are estimates of the implementation time required for Tyler consultants to perform the activities listed that Tyler is responsible for. The accuracy of these estimates is dependent on the Client performing according to their responsibilities and also upon the validity of the assumptions put forth. If these responsibilities or assumptions shift, the number of hours required to deliver the products and services will likely be affected.

In addition, the following assumptions apply to the implementation services:

- Client will employ an adequate number of employees for each function of the system, and those employees will have appropriate knowledge and skills to perform those functions.
- Client will ensure that employees are available for required training sessions and conversion tasks – including after-hours training, if necessary.
- Employees of the Client will have basic Windows skills, including, but not limited to using a mouse, clicking on an icon to open a new window, minimizing windows, switching between open windows, printing screens, and understanding the desktop.
- Tyler staff will have access to client site after hours, if necessary.

2.2.3 Tyler Professional Services

2.2.3.1 Network Support

Tyler Basic Network Support Services are designed to help you cover routine maintenance issues and problems that may arise on Tyler supported systems during the implementation.

2.2.3.2 Project Management

Tyler will assign a project manager to be the primary point of contact for the implementation project activities. In situations where more than one suite of applications is purchased, Tyler may assign a separate project manager to assist with each application suite and designate one project manager as the lead for the project.

2.2.3.3 Final Implementation

Final Implementation services are allocated as an opportunity to follow up after the software has been in use for a period of time and provide additional training or assist the Client in implementing additional features in the software.

2.3 Data Conversion Services

The goal of the data conversion process is to transfer information from one or more legacy systems into the Eagle Recorder system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved before final data conversion on the legacy system(s) or shortly after “going live” on the Eagle Recorder system.

Some data issues can be resolved during the conversion process by limiting the scope of the conversion to exclude the erroneous data.

Activities and assumptions:

- The Client will identify one or more Subject Matter Experts (SME) with knowledge of the key business processes to be performed in each suite of applications to work with Tyler staff on verification and testing of the data conversion.
- The Client will complete project planning survey and application questionnaires and return them to Tyler for review and implementation planning. Tyler may coordinate a conference call with the Client to discuss the information provided.
- Tyler will establish a dedicated secure FTP site for the transfer of data files.
- Client will employ technical staff capable of extracting data from the legacy software system(s) in a format suitable for conversion with documentation of the extracted data layout and format. In some cases, the Client may have to engage Tyler, the existing vendor, or a third party consultant to extract the data in a usable format. Any additional costs are the responsibility of the Client.
- The Client will provide a preliminary extract of the data from the existing system(s) by posting it to the Tyler FTP site or portable hard drive. Tyler does not accept backup tapes. The Client is also responsible for providing file layouts and data definitions for the preliminary extract. The Client will also provide operational reports that coincide with the time at which the extract was produced.
- The format of the data files must be in an acceptable Tyler format as defined in Tyler's Conversion Specification (attached). If the Client is unable to produce the data in any of these formats, they will need to contact Tyler to discuss what other options are available.
- Multiple data extracts may be required during the implementation process which will include the final data extract just prior to "go live". New data extracts from legacy software system(s) will be available within an agreed upon time of the request. All data extracts must conform to the file layouts and structure of the preliminary data.
- Tyler will evaluate the preliminary data to confirm that the data is in a readable, usable format, and that we have all the required data for the conversion.
- Tyler will develop conversion programs based on the format and structure of the preliminary data. The Client will be responsible for providing Tyler with context for the extracted data from the existing system.
- Tyler will perform a preliminary data conversion test using the programs developed. Tyler will complete a structured list of data integrity checks before releasing the data for review by the Client.
- The Client is responsible for reviewing and validating the preliminary data conversion, with assistance from Tyler. Discrepancies will be reported to Tyler for evaluation and adjustments will be made to the conversion programs, if possible. Some issues may require the Client to change or correct data in the legacy system prior to final conversion.
- Tyler will perform a second data conversion test with the adjusted conversion programs.
- The Client is responsible for reviewing and validating the adjustments made in the second conversion test and approving the conversion programs for use in the final conversion.
- Tyler will perform a final data conversion to coincide with the beginning of live processing in the system ("go live").

2.4 Custom Programming

Custom enhancements to Eagle Recorder are not included in the scope of this agreement.. Tyler products will be implemented "off the shelf" without additional customization. Any additional customizations identified or requested (outside this agreement) will be quoted on a time and materials basis. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the after go live on the product..

Tyler will make every effort to design customizations so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

2.4.1 Custom Modifications

Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module.

Activities and assumptions:

- Tyler will work with the Client to determine the requirements for the modification.
- Tyler will develop a design document based on the requirements, along with a proposal for related development costs.
- The Client will review the design document, provide feedback, and approve the final version of the design document and proposal before any development work begins.
- Upon approval of the design document, Tyler will schedule the development work. Tyler will advise the Client of any schedule changes.
- Tyler will write the software code, test the modification against the requirements through quality assurance, and prepare the modification for deployment through release management.
- Tyler will deploy the modification and instruct the Client on its use.
- Tyler will assist in troubleshooting issues with the modification. The Client is responsible for establishing the required cross-references and code tables and for testing the modification against the documented requirements.
- Tyler reserves the right to require additional custom development charges if changes are made to the documented requirements for the modification.

2.4.2 Custom Interfaces

Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service.

Activities and assumptions:

- Tyler will work with the Client to determine the requirements for the interface.
- The Client is responsible for engaging any third party vendors to participate in the design, testing, and implementation of the interface. These vendors may require the Client to pay for additional products and services in order to develop an interface.
- Tyler will develop a design document based on the requirements, along with a proposal for related development costs.
- The Client will review the design document, provide feedback, and approve the final version of the design document and proposal before any development work begins.
- Upon approval of the design document, Tyler will schedule the development work. Tyler will advise the Client of any schedule changes.
- Tyler will write the software code, test the interface against the requirements through quality assurance, and prepare the interface for deployment through release management.
- Tyler will deploy the interface and instruct the Client on its use.
- Tyler will assist in troubleshooting issues with the interface. The Client is responsible for establishing the required cross-references and code tables and for testing the interface against the documented requirements with the third party vendor.
- Tyler reserves the right to require additional custom development charges if changes are made to the documented requirements for the interface.

2.4.3 Enhancements

Tyler software is constantly being modified to improve performance and add functionality. We incorporate hundreds of enhancements into the Eagle Recorder Product applications every year. Many of these enhancements originate as suggestions from our customer base. Therefore, your suggestions are encouraged.

You may submit suggestions for enhancements and vote on suggestions from other clients through our customer service Web site at www.TylerTech.com. As much as we encourage input and suggestions, it needs to be stressed that not all change requests will be implemented and those that are will not be done immediately. Given this, we strongly urge clients to complete their implementation schedules with the current version of the Tyler software and not postpone implementation until the release of enhancements.

2.5 Hardware and System Software

Tyler software solutions are designed to perform on hardware and network configurations of reasonable speed and strength. In order to ensure that the processing environment is suitable for running Tyler applications, Tyler Network Services staff conducts a Hardware Verification before the software is installed on the Client's systems. This verification process consists of an interview with the designated Information Technology contacts for the Client, collection of relevant configuration documentation, and occasionally the execution of one or more monitoring programs that will inspect and catalog the configuration of the Client's servers, workstations, and network.

Unless otherwise instructed, Tyler will order any contracted hardware four to six weeks before the first scheduled onsite work to be delivered directly to the Client's site. In the event that the listed model is not available at the time of the order, Tyler reserves the right to procure a then-current equivalent of the hardware model listed.

Once ordered and delivered, hardware and software cannot be returned to Tyler for credit unless it is returned unopened with a valid RMA number issued by Tyler. Returned hardware is subject to a 20% restocking fee.

2.5.1 Server Hardware

The purchase and configuration of server hardware is defined in the scope of the Agreement.

2.5.2 Workstation Hardware

The purchase and configuration of server hardware is defined in the scope of the Agreement

2.5.3 Network Hardware

The purchase and configuration of network hardware **is not** included in the scope of the Agreement. The Client will purchase and/or provide network hardware (except as specifically outlined within this SOW and associated attachments).

2.6 Additional Services

2.6.1 Training

2.6.1.1 Tyler Online Training Center

The Tyler Online Training Center (TOTC) is a subscription based service that allows your entire staff to have unlimited access to all training features. Whether your staff includes long-time Eagle Recorder users,

new employees just learning the system, or a mix of both—the Training Center subscription ensures that every user receives the continuing training necessary to use the Eagle Recorder system in the most productive and efficient way possible.

Activities and assumptions:

- The Client will provide a list of names and email addresses for all users of the Tyler software.
- Tyler will create user accounts on the TOTC for each user on the list and email the credentials directly to the email addresses provided.

Section 3. Project Timeline

3.1 Project Phases

Tyler realizes that incorporating new business processes and software systems into an organization is a major change to be managed. Part of managing that change is establishing a reasonable pace at which the components can be implemented and understood.

The implementation of each of Tyler's application suites can be pursued somewhat independently from the other suites. In projects where more than one application suite is included, Tyler will work with the Client to establish a phased approach to implementing the suites while keeping an overall system perspective of how the components integrate and interrelate. As such, some of the phases of the lifecycle described below may be repeated for each application suite.

3.2 Project Lifecycle

3.2.1 Initiation

The Initiation phase of the project begins with the signing of the Agreement and the assignment of the Tyler Project Manager. During this phase, initial information is collected for use in establishing the project plan through phone calls and surveys. Also, if data conversion is included in the project, an initial extract of the legacy data will be produced for review.

The key deliverables of this phase are the completed project surveys, the order of any server/network hardware, and the delivery of the initial data extract.

3.2.2 Planning

The Planning phase of the project begins with a Project Kickoff Meeting which provides an overview of the implementation process to all of the stakeholders. This meeting initiates the whole implementation process by introducing the stakeholders to each other and laying the foundation for continuing communication and coordination.

During the Planning phase, each aspect of the project plan is discussed, established, and documented. This plan describes the scope of the project, as well as the associated schedule and budget. The project plan will also describe the processes that will be followed to implement the software and manage issues, changes, and risks along the way.

The key deliverables of this phase are the completed Project Plan components – primarily the Project Schedule and this Statement of Work.

3.2.3 Executing

The Executing phase of the project represents the actual work of installing, configuring, and implementing the software at your site.

3.2.3.1 Installation

The Installation phase includes setup and configuration of the Eagle Recorder system hardware. This environment will be verified by Tyler before installation of the Eagle Recorder software products and associated third party products.

The key deliverable of this phase is Installation Acceptance by the client – documented verification of the installation of the Eagle Recorder software according to the Agreement.

3.2.3.2 Preparation

The Preparation phase includes a number of steps designed to ready the site, the software, and the stakeholders for the implementation of the Tyler software. These steps will vary depending on the products and services listed in the Agreement, but they usually include establishing a training environment, taking online courses through the Training Center, establishing credit card processing accounts, preparing conversion programs, and other tasks that need to be completed before the implementation consultant arrives on site.

3.2.3.3 Implementation

The Implementation phase is the beginning of the Implementation Consultant's on site work with the client. During this phase, the consultant will analyze the business processes and needs of the Client and develop a plan for configuring the Eagle Recorder system to facilitate those processes and meet those needs. The consultant will also explore alternate ways of processing information and discuss best practices that have been established from implementations at other Eagle Recorder sites.

As the Implementation Consultant determines the optimal configuration options for the Client site, they will begin setting up the codes, tables, and cross references in the system.

The Implementation phase also includes the testing of any contracted conversion programs and reconciliation of the imported data to the legacy system. Tyler will guide the Client through the reconciliation process through on site tests and reviews of the converted data.

During the Implementation phase, the Implementation Consultant will provide hands on instruction on the operation and maintenance of each of the products in the Eagle Recorder solution. Tyler will work with the Client to determine the courses to be presented, the schedule of classes, and the required attendees.

The Go Live process begins with the cutoff of processing in the legacy system(s) and continues with the final conversion of data into the live production environment. From there, the Implementation Consultant will guide the initiation of live processing within Eagle Recorder by helping to resolve any issues that arise and providing additional training as needed.

3.2.3.4 Final implementation

The Final Implementation phase consists of the delivery, testing, and training of software, hardware, or custom modifications that were not included in the "go live" scope. Deliverables in this phase may follow the pattern of previous implementation phases – Installation, Preparation, Implementation, etc. – depending on the nature of the item. This phase often includes follow up training to be provided after the software has been in use for a period of time.

3.2.4 Monitoring and Controlling

The Monitoring and Controlling phase begins with the established Project Plan and coincides with the Execution phase. During this phase, all of the project stakeholders are expected to manage their performance to the project schedule, identify and mitigate risks that could impact the plan, and resolve issues that impede progress. The Project Managers for both Tyler and the Client are responsible for coordinating these efforts.

3.2.5 Closing

The Tyler PM will close each phase of the project by soliciting an acceptance of the delivered products and services from the Client PM. Key deliverables have been identified for certain phases of the project life cycle. The Client will confirm the receipt of the deliverable and verify the conformance of the deliverable to the project scope, at which time the project phase will be considered closed.

The implementation of each suite of Tyler software will culminate in a Transfer to Support conference call in which an Eagle Recorder Customer Support Manager will discuss when and how to contact support and the Implementation Consultant will present any outstanding issues from the implementation to be addressed by Support personnel.

The Tyler Project Manager will facilitate the Transfer to Support call and collect relevant project documents, including trip reports from the consultants and the current issue log.

3.3 Project schedule

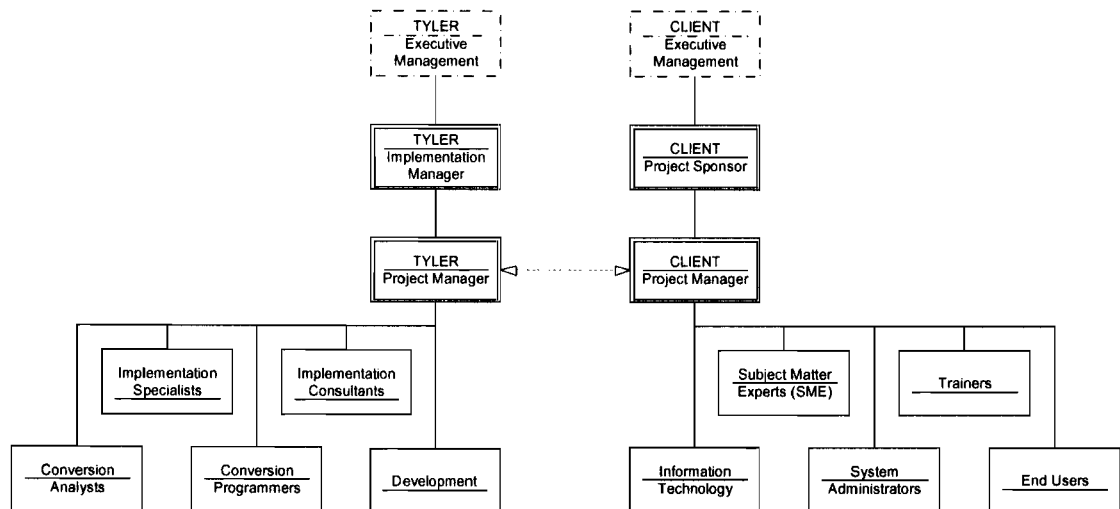
Tyler will work with the Client to establish a project schedule that details the activities required to deliver the products and services included in the Agreement and described in this SOW. The actual schedule will be based upon many factors, including the budget, existing computer skills of the Client's staff, existing familiarity with the Eagle Recorder products of the Client's staff, and the complexity of any data conversions. The full project schedule will be established upon discussion of these points, review of any data to be converted, and completion of the project initiation documents.

A sample project schedule has been attached to this agreement.

Section 4. Project Team

4.1 Project Organization

4.1.1 Project Organizational Chart



4.2 Tyler Roles and Responsibilities

4.2.1 Tyler Implementation Manager

Tyler Implementation Managers are responsible for the delivery of products and services for each product suite. Implementation Managers supervise the work of Tyler project managers and implementation consultants, and they serve as an escalation point for project concerns.

4.2.2 Tyler Project Manager

The Tyler Implementation Manager will assign a project manager to be the primary point of contact for the implementation project activities. In situations where more than one suite of applications is purchased, Tyler may assign a separate project manager to assist with each application suite and designate one project manager as the lead for the project.

The project manager's responsibilities include the following:

- Take over the account from sales as primary contact
- Confirm the scope of the contract and the objectives of project and resolve any gaps
- Establish an orderly plan for implementation of the software and delegate the tasks to the resources
- Identify risks to the plan and mitigate them
- Triage issues that interfere with the plan and assign resources to resolve them
- Ensure that changes to the plan are endorsed by the right decision makers
- Track the costs incurred to accomplish the plan and notify the decision makers of potential overages
- Monitor progress toward the plan and communicate status to all of the stakeholders
- Document tasks completed, issues resolved, decisions made, etc. for future reference
- Usher the account into maintenance and support

4.2.3 Tyler Implementation Specialists

The Tyler Project Manager will coordinate the efforts of one or more Implementation Specialists during the course of the project. These specialists install and configure the components of the Tyler software, and – in certain cases – they also train the Client on the use or maintenance of the component. Based on the scope of the Agreement, their responsibilities may include the following:

- Installation of third party hardware and software purchased through Tyler
- Installation of Tyler software suites and components
- Configuration of credit card processing services
- Configuration and training of online components
- Installation and configuration of interfaces

4.2.4 Tyler Implementation Consultants

The Tyler Project Manager will assign one or more Implementation Consultants to perform the primary implementation work for the project. Most of this work will be performed at the Client's site, but all time spent by the Implementation Consultant on the implementation is billable towards the project. Tyler Implementation Consultants are domain experts in each application area, and their responsibilities include the following:

- Consult on optimal system configuration
- Deliver hands-on training for Eagle Recorder applications
- Guide reconciliation of conversion data
- Assist in system testing and parallels
- Track and report site-specific issues

4.2.5 Tyler Conversion Analysts

If the scope of the Agreement includes conversion of data from a legacy system, Tyler may assign one or more Conversion Analysts to assist in the reconciliation of the converted data. These analysts work remotely with the Implementation Consultants and Conversion Programmers, and their responsibilities include:

- Verify balances and totals with the Client's legacy reports
- Compare the data presented in the Tyler system with corresponding screens in the legacy system
- Collaborate with the Client to analyze and resolve reconciliation issues
- Provide feedback to the Tyler Conversion Programmer for adjustments to the conversion programs

4.2.1 Tyler Conversion Programmers

If the Agreement includes the conversion of data from a legacy system, Tyler will assign one or more Conversion Programmers to create the conversion programs necessary to move the data into the Tyler system. These programmers work remotely in conjunction with the Implementation Consultants and Conversion Analysts, and their responsibilities include:

- Verify the integrity of the initial data extract(s) to be used in the conversion
- Create conversion programs based on the initial data extracts for use in conversion testing and go live
- Provide exception reports from the conversion tests for review by Tyler and the Client
- Update the conversion programs according to guidance from the Client and the Tyler Implementation Consultant and/or Conversion Analyst

4.2.2 Tyler Development

If the Agreement includes customizations or modifications, one or more development teams will be responsible for creating those deliverables. Their responsibilities include:

- Gathering requirements for the proposed development work
- Documenting the design for the proposed work
- Developing the customizations or modifications based on the approved designs
- Assisting in testing the developed code

4.3 Client Roles and Responsibilities

4.3.1 Client Project Sponsor

In order to maintain the momentum and purpose of the project described by this SOW, one or more project sponsors should be identified at the Client site. Most often, these sponsors are named on the Agreement, as they have ultimately made the purchasing decision, and their involvement carries on in an active investment in the success of the project. Tyler will depend on the Project Sponsor to make crucial decisions about the scope, schedule, and budget of the project that fall outside of the authority of the project team.

Other responsibilities include the following:

- Act as the champion for the project
- Monitor the overall status of the project
- Identify and communicate organizational risks that may have an impact on the project
- Initiate change management activities to encourage adoption and acceptance of the new system

4.3.2 Client Project Manager

Tyler requires the assignment of a primary point of contact at the Client site for all matters related to the project. This contact must be readily accessible to Tyler staff, and they should have authority to procure resources and schedule staff activities related to the implementation.

The responsibilities of the Client PM are essentially the same as the Tyler PM, as the project managers on each side will work together to establish the plan and manage performance to it.

Other responsibilities include the following:

- Disseminate project information to the project team at the Client's site
- Manage the performance of the Client's project team towards project tasks and homework
- Coordinate the work of the Client's third party vendors and partners
- Facilitate installation of hardware/software and coordinate maintenance of those systems
- Establish software training facilities and schedule personnel for training
- Approve Tyler deliverables
- Apply business process knowledge to implementation tasks
- Monitor software training and attendance
- Identify issues and customizations needed
- Review invoices and approve payments in accordance with the deliverables provided

4.3.3 Client Subject Matter Experts

The Client PM should assemble a team of representatives from each department or function that will require interaction with the software. These supervisors and end users will be responsible for the following:

- Participate in consulting meetings
- Attend all relevant training sessions
- Create system codes and accounts
- Test system processing and output
- Reconcile conversion results

- Reconcile parallel processing results
- Identify any issues as they arise

4.3.4 Client Trainers

The Client PM should identify one or more supervisors or end users that will be responsible for training other users on the maintenance and operation of the system. Even if Tyler resources are providing all of the end user training during the implementation, the Client will be responsible for training new employees after go live, and identifying these Trainers will encourage them to prepare themselves for that task.

If the scope of the Agreement does include a “train the trainer” approach, then Tyler resources will train a limited number of users who will then be expected to train the remainder of the end users in the organization according to the project schedule. Under this approach, the Trainers are responsible for the following:

- Attend all relevant training sessions
- Create or modify training materials for use in end user training
- Schedule and conduct end user training sessions
- Track and report end user attendance and proficiency
- Identify any issues as they arise

4.3.5 Client Information Technology

The Client is responsible for securing the services of Information Technology personnel that can assist in the installation, configuration, and maintenance of the required hardware, software, and network components. Depending on the scope of the Agreement, the Client IT responsibilities can include the following:

- Purchase, install, and configure server and workstation hardware and software
- Configure VPNs and remote access technology to manage access to the Tyler systems from outside the Client’s network
- Extract data from the legacy system(s) for use in conversion to the Tyler system
- Troubleshoot of server, network, and workstation issues

4.3.6 Client System Administrators

The Client PM should identify one or more resources to serve as System Administrators for the Tyler system as a whole. Tyler resources will train the System Administrator to perform basic non-technical maintenance tasks within the application, including the following:

- Run and install update patches for Tyler suites
- Load and test new releases of Tyler software
- Add/deactivate users and manage security settings

4.3.7 Client End Users

End Users include anyone at the Client site that will be expected to use the Tyler system. These End Users may have other roles in the implementation project, as well, but the basic responsibilities include the following:

- Complete prerequisite training sessions on the Tyler Online Training Center
- Attend all relevant training sessions
- Identify any issues as they arise

Section 5. Project Management

5.1 Schedule Control – Status Reporting

Consistent communication of project performance will be anchored by a biweekly Status Update conference call. These calls will commence shortly after project kickoff and continue throughout the course of the implementation project.

The Tyler Project Manager will publish a Status Report and distribute it to the attendees prior to the conference call via email. The Status Report will follow the Eagle Recorder Status Report template, highlighting recent project accomplishments, upcoming objectives, and outstanding issues that are impeding progress.

During the Status Update call, the Status Report will be discussed, revised, and approved. Action items will be identified and assigned to one or more attendees to address. The approved Status Report – with action items – will be redistributed to the attendees within 24 hours of the call.

5.2 Quality Control – Issue Management

Issues can be reported by any of the Client's Functional Team Members to their supervisor or to the Client Project Manager who will then discuss the issue with the Tyler Project Manager. In addition, Tyler Functional Team Members will notify the Tyler Project Manager of project issues as they arise.

The Tyler Project Manager will research each issue and provide recommendations, if applicable, to the Client Project Manager for resolution. The Tyler Project Manager will be responsible for assigning each issue to a Tyler Functional Team Member or to the Client Project Manager and tracking the status of the issue to resolution. Issues that must be resolved by the Client's Functional Team Members will be assigned to the Client Project Manager for delegation.

All project issues will be documented in the Project Issue Log. This log will be discussed during each Status Update call and revised as needed by the Tyler Project Manager.

5.3 Cost Control – Budget Management

The budget for the project is the total amount shown on the "Pricing Appendix". The budget will be adjusted to reflect approved change orders to the Agreement. Scope of hours included in this agreement are documented in the "Pricing Appendix" and are best estimates by Tyler given Tyler's understanding of the Client's expectations, additional hours to the scope of the agreement will require a change order as defined below.

The Tyler Project Manager will track performance toward the budget in the Contract Estimate vs Actual spreadsheet. This document will be updated monthly with project costs invoiced by Tyler and discussed with the Client Project Manager each month to determine potential variances from the established budget.

5.4 Scope Control – Change Management

Requests to change the established project scope or schedule will be submitted to the Tyler Project Manager by the Client Project Manager. In addition, the Tyler Project Manager will be responsible for identifying potential changes to the project arising from client communications, issues, or risk events. The Tyler Project Manager will discuss these items with the Client Project Manager and determine whether the issue constitutes a change to the established project scope.

The Tyler Project Manager will research the impact of each change request to the project schedule, scope, and budget and provide recommendations to the Client Project Manager for review. All change requests

will be documented in the Project Change Request Log. This log will be discussed during each Status Update call and revised as needed by the Tyler Project Manager.

The Client Project Manager will be responsible for establishing a process for reviewing change request recommendations with the appropriate stakeholders at the Client site and third party vendors, if applicable. A resolution should be reported to the Tyler Project Manager within two weeks unless otherwise agreed upon. Resolution actions consist of approval, rejection, or postponement of the recommendation.

Changes to project scope, schedule, and/or resources can be approved by the Client Project Manager. Changes to project scope that require change orders must be approved by the Client Project Sponsor.

5.5 Risk Control – Risk Management

Managing risk is one of the major processes of project governance. Risk management is a core discipline that assists managers at all levels to make correct and informed decisions.

Risk management is a process for organized assessment and control of risks. It involves the identification, analysis and evaluation of the risks presented by the system being acquired and the activities to acquire it, and the development of cost-effective treatments for those risks. It applies to projects and programs of all sizes.

The Tyler Project Manager will conduct an initial risk assessment based on information gathered during the Planning phase of the project. Potential risks will be identified through interviews with project stakeholders or documented in lessons learned from past projects.

The Tyler Project Manager will research each risk and assign a Risk Factor based on its Probability of occurrence and potential Impact on the project. The Tyler Project Manager will provide recommendations to the Client Project Manager for risk mitigation.

Additional risks can be reported by any of the Client's Functional Team Members to their supervisor or to the Client Project Manager who will then discuss the risk with the Tyler Project Manager. In addition, Tyler Functional Team Members will notify the Tyler Project Manager of project risks as they arise. The Tyler Project Manager will assess risks as they are identified and provide recommendations to the Client Project Manager for risk mitigation.

The Tyler Project Manager will associate each risk that requires a mitigation plan to one or more project phases in which the risk could occur. A Trigger Event may also be identified for a documented risk – an event that, if it occurs, clearly indicates that the risk has presented itself in the project.

Upon approval by the Client, the project risks and the associated mitigation plans will be documented in the Project Risk Log. Each documented risk will have a Risk Owner – a project stakeholder that is responsible for monitoring the risk and any applicable Trigger Events to determine whether a risk event has occurred. The Risk Owner will be responsible for notifying the project stakeholders of the risk event and implementing the mitigation plan.

5.6 Close project or phase

The Tyler PM will close each phase of the project by soliciting an acceptance of the delivered products and services from the Client PM.

5.6.1 Phase Closeout

Key deliverables have been identified for certain phases of the project life cycle. The Client will confirm the receipt of the deliverable and verify the conformance of the deliverable to the project scope, at which time the project phase will be considered closed.

The Client Project Manager can accept project deliverables by returning a signed copy of the deliverable or by sending an email describing such acceptance.

5.6.2 Project Closeout

The Support phase of the project will continue indefinitely throughout the use of the Eagle Recorder software. This phase begins with the Transfer to Support conference call in which an Eagle Recorder Customer Support Manager will discuss when and how to contact support and the Implementation Consultant will present any outstanding issues from the implementation to be addressed by Support personnel.

The Tyler Project Manager will facilitate the Transfer to Support call and collect relevant project documents, including trip reports from the consultants and the current issue log.

Section 6. References

6.1 Policies and Standards

6.1.1 Cancellations

Tyler schedules implementation dates on a first-come, first-served basis. Implementation dates that are postponed will be rescheduled according to then-current availability for the assigned consultant.

Our implementation schedules are developed well in advance of onsite implementation. This is required in order to build client schedules for planning purposes. Conflicts arise when clients cancel or postpone implementation days. Our ability to reschedule in the same week is very limited, and it is typically several weeks or even months before we can re-schedule. We strongly recommend having a back-up employee available for implementation in the event the main contact becomes unavailable. This helps to mitigate the risk of cancelling training.

If for any reason you need to reschedule/cancel dates for training, please contact your project manager as soon as possible.

Cancellation/Reschedule within two (2) weeks prior to training may result in postponement of the date(s) for several months due to high volume of schedule dates, and will result in a ten percent (10%) rescheduling fee.

If the Client wants to cancel an application, annual software maintenance, hardware, etc. they should (1) refer to their signed agreement for cancellation/termination terms and (2) contact their Territory Sales Manager to complete the process.

6.1.2 After-Hours Work

Our implementation staff is scheduled to work regular business hours only. Off-hour implementation services can be requested with a 30-day notice. We reserve the right to deny the request due to personnel availability. In addition, the normal contractual rate will be doubled. Finally, please note that support from the Tyler Headquarter location will not be available, as our office staff work normal business hours only.

6.1.3 Parallel Processing

Tyler's definition of parallel processing is the duplication of data entry from the existing system into Tyler Products in an attempt to achieve similar end results. Tyler applications require implementing and proofing but no actual parallel activity. Tyler does not recommend continued parallel processing after going live on the Tyler Products. Parallel Processing requires double the work and leaves double the opportunity for error. Therefore, we recommend that you cease use of your old software after going live on the Tyler Products. Tyler does use a User Acceptance Testing (UAT) process to ensure that all business processes and functions work as desired, but these are not true parallel tests as the UAT will also test improvements and modifications to the client's processes which will introduce efficiency and productivity gains.

6.1.4 Homework

Many clients underestimate the time required on their side for a successful implementation. Throughout the implementation process many tasks must be completed. Most of these are data input or related jobs, which need to be completed before proceeding. These are often time-consuming tasks; it is more cost effective for the Client if these tasks are completed between scheduled implementation days. In order to meet anticipated deadlines it is imperative that these "homework assignments" be completed on time and before the next relevant implementation day. Tyler Consultants will report delays to the client project

manager and Tyler Project Manager. It is the responsibility of the Client project manager to track that homework is being done as assigned.

6.1.5 Training

Conducting training in an area free from interruption will allow for the most effective implementation possible. We highly recommend a designated area that allows the Consultant and trainee(s) space to organize any relevant documents, network access to the Eagle Recorder system, working printers, scanners, a telephone, a white board with markers and possibly a projector. This allows a greater ability to focus on the task at hand and helps to ensure that real progress is made during each implementation/training session. If a separate room is not an option we suggest that the individuals involved in the implementation are not expected to fulfill their regular work responsibilities during the scheduled training. The goal is to keep interruptions at a minimum.

Tyler requires at least one member from Management Staff attend every implementation/training session, or that they be available to answer all non-Tyler questions brought up during the implementation, at the end of each session. Requiring Management attendance also eliminates debate regarding whether the implementation day was effective. In the past, end users have told us that they are not ready to go live because they were not trained or not trained well. Management can only validate these statements if present at all training sessions.

6.1.6 Billable Hours

Billable implementation hours (as defined in the "Pricing Appendix") include but are not limited to:

- Training users on Tyler Product applications or third party software included in contract
- All setup related to the software
- Analyzing codes and parameters for automating integrated accounting
- System administration training and maintenance
- Consulting with users on proper data entry into various Tyler Product applications
- Designing and creating custom forms or customizing existing forms
- Proofing and analyzing data transfers from existing software into Tyler Products
- Setting-up and running converted data into Tyler Products
- Validation and proofing of conversion files and data

Billable hours as requested by the Client or required for a successful implementation that are in excess of those defined in the "Pricing Index" will require a Change Order and will be billed on a 'Time and Materials' basis.

We want every client to receive the full value of Tyler implementation days. We will bill for time even when the Consultant is:

- Answering questions from the public
- Answering the phone
- Called into meetings
- Analyzing data or reports after hours

6.2 Approval of Statement of Work

The following representatives of Tyler and the Client have reviewed and understand the scope of the products and services described in this Statement of Work:

Tyler Technologies

Yuba County Clerk & Recorder

Signature

Signature

Name

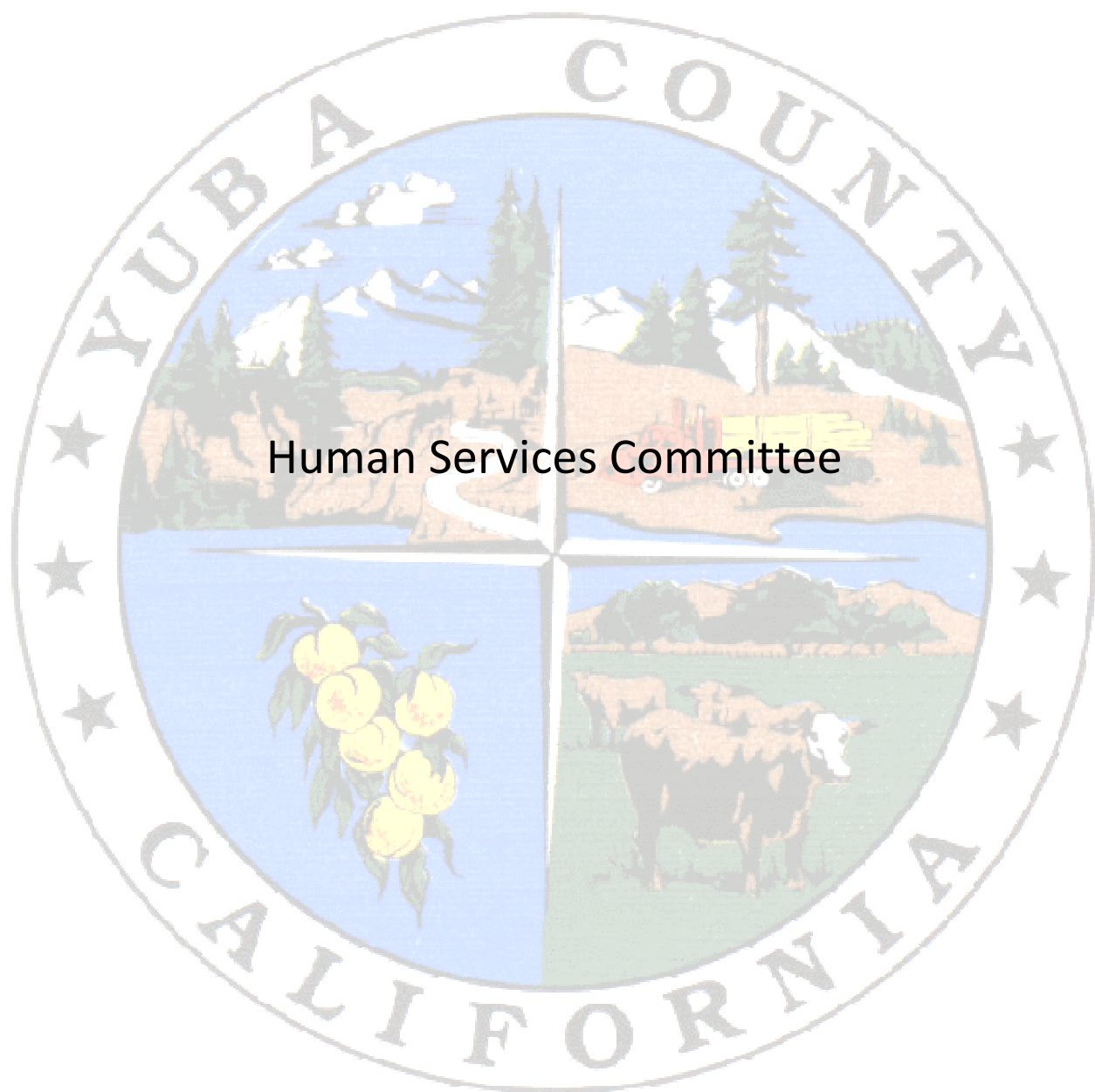
Name

Title

Title

Date

Date



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: August 27, 2013

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement for the HIV/AIDS Surveillance Grant

RECOMMENDATION: Approval of the 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 the HIV/AIDS Surveillance Grant for the period of July 1, 2013 through June 30, 2016, and authorizing the Chairman to execute documents required by this grant and to accept grant funds is recommended.

BACKGROUND: Yuba County, through its Health and Human Services Department, has received HIV/AIDS local assistance block grant funding since 1987 to provide HIV/AIDS surveillance for Yuba County.

DISCUSSION: The application deadline for the upcoming grant period did not allow time to execute a Resolution of the Board to apply for funding prior to the deadline. However, upon acceptance of this application, the CDPH will award a grant contract to be entered into for the HIV/AIDS Surveillance Grant in the amount of \$17,322.00 for the period of July 1, 2013 through June 30, 2016. This Resolution of the Board authorizing the Health and Human Services to enter into an Agreement with CDPH for these grant funds will enable the Health and Human Services Department to continue to provide HIV/AIDS surveillance for Yuba County.

FISCAL IMPACT: Approval of this Resolution of the Board of Supervisors will not impact County Funds. The HIV/AIDS Surveillance Grant is 100 percent State funded.

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

RESOLUTION AUTHORIZING YUBA COUNTY)	
HEALTH AND HUMAN SERVICES DEPARTMENT)	
TO ENTER INTO AGREEMENT WITH THE STATE)	
OF CALIFORNIA DEPARTMENT OF PUBLIC)	RESOLUTION NO. _____
HEALTH FOR THE AIDS BLOCK GRANT FOR THE)	
PERIOD OF JULY 1, 2013-JUNE 30, 2016, AND)	
AUTHORIZE THE CHAIRMAN TO EXECUTE)	
DOCUMENTS AS REQUIRED BY THE GRANT)	
AND ANY PERTINENT DOCUMENTS RELATED)	
TO THIS PROGRAM, AND AUTHORIZE THE)	
ACCEPTANCE OF FUNDS)	
_____)	

WHEREAS, the State of California has made grant funds available for the HIV/AIDS Surveillance Program, and

WHEREAS, the Public Health Division of the Yuba County Health and Human Services Department is ideally suited to provide such services for the residents of Yuba County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Health and Human Services Department is hereby authorized to enter into Agreement with the California Department of Public Health for HIV/AIDS Surveillance Program funds.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept \$17,322 for the three-year period from July 1, 2013 – June 30, 2016 and any subsequent funds awarded for the

stated period; to execute, upon review and approval of the County Counsel, documents as required by the grant contract for the stated three-year period; to authorize and execute the allocation of funds for the stated three-year period, and further the Chairman is granted permission to 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.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

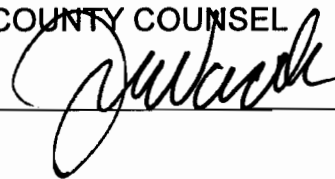
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



REGISTRATION NUMBER

AGREEMENT NUMBER

13-20173

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

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Yuba

2. The term of this Agreement is: July 1, 2013 through June 30, 2016

3. The maximum amount of this Agreement is: \$ 17,322
Seventeen Thousand, Three Hundred Twenty Two Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – HIPAA Business Associate Exhibit	11 pages
Exhibit I – Contractor Equipment Purchased with CDPH Funds	2 Pages
Exhibit J – Inventory/Disposition of CDPH-Funded Equipment	2 Pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR

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

County of Yuba

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Andy Vasquez, Jr., Chairman, Board of Supervisors

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

ADDRESS

5730 Packard Ave, Suite 100

Marysville, CA 95901

COUNTY COUNSEL

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Yolanda Murillo, Chief, Contracts Management Unit

ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377

Sacramento, CA 95899-7377

California Department of
General Services Use Only

☒ Exempt per: OOA Budget Act

Exhibit A
Scope of Work

A. ACTIVE SURVEILLANCE ACTIVITIES – CORE*

Goal: Establish and enhance active and passive HIV/AIDS case surveillance in health and social service settings, including laboratories and confidential test sites. Improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data. Investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission, and in conjunction with California Department of Public Health (CDPH), Office of AIDS (OA) staff, conduct investigations of cases of public health importance.

Objective 1

Program activities include regular surveillance visits to previously classified reporting facilities and to identify new reporting sources.

Objective 2

Evaluate HIV/AIDS name-based case reporting protocols in the facilities identified in Objective 1 above. Establish reporting protocols and revise as needed.

Objective 3

Identify, incorporate, and educate all laboratories of their reporting responsibilities, as specified in the Surveillance Handbook, LHJ Reporting Lab Test Results, at: <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>. Laboratories are required to report confirmed HIV/AIDS test results to the submitting health care provider and to the local health jurisdiction (LHJ) using the requirements as stated in § 2643.10 HIV Reporting by Laboratories, "The report shall consist of a completed copy of the HIV/AIDS Case Report form".

Objective 4

Assess and use secondary data sources to improve the accuracy of HIV/AIDS case reporting as appropriate, including: vital statistics, tuberculosis registries, sexually transmitted diseases (STD), and community based organizations.

Objective 5

Evaluate and monitor that the laboratories who process HIV/AIDS laboratory tests are submitting all the tests to their office as required by law.

B. HIV/AIDS CASE SURVEILLANCE OPERATIONS – CORE*

Goal: To improve the timeliness, accuracy and reliability of the local HIV/AIDS case data.

Objective 1

Match, or have matched via CalREDIE, HIV positive test results from laboratories to case reports received from health care providers. Ensure that there is no duplication of reports electronically or by checking local county surveillance records and contacting CDPH OA Surveillance Section for case checks.

*Core is an activity required by all counties.

Exhibit A

Scope of Work

Objective 2

Any laboratory update to a case that doesn't result in the client transitioning from HIV to AIDS should be recorded in the Lab Data Entry Tool (LDET) and transmitted to OA on a monthly basis at minimum. All other updates to a case (laboratory tests that cause a case to transition from HIV to AIDS, address changes, status change, diagnosis status, etc.) should immediately be recorded on the Adult HIV/AIDS Case Report Form (ACRF) and forwarded to CDPH, OA per the established CDC Security and Confidentiality Guidelines or via eHARS or via CalREDIE as appropriate.

Objective 3

LHJs with an active CDPH OA Data Use Agreement (DUA) should use this data to execute analysis for Community Viral Load, Geocoding, Linkage to Care, Retention in Care and Quality Assurance. DUAs are active for a twelve month period, so timely renewal is important to avoid a lapse in receiving quarterly data.

Objective 4

The LHJ Surveillance Coordinator and appropriate LHJ staff should attend the monthly CDPH OA Surveillance conference calls in order to ensure clear communication and dissemination of information.

Objective 5

The LHJ Surveillance Coordinator, and identified surveillance/LHJ staff at the discretion of each LHJ, should attend the CDPH OA Surveillance Section Regional Conference in their area in order to ensure clear communication and dissemination of information. Attendance by all LHJ Surveillance Coordinators is mandatory.

C. EPIDEMIOLOGIC HIV/AIDS CASE INVESTIGATIONS – CORE*

Goal: To investigate reported HIV/AIDS cases in order to identify the mode of HIV transmission and, in conjunction with OA staff, to conduct investigations of Cases of Public Health Importance (COPHI).

Objective 1

Investigate all Priority No Reported Risk (NRR) HIV/AIDS cases (i.e., children, healthcare workers, organ transplants/artificial insemination), within two months of reporting using the most recent Centers for Disease Control and Prevention (CDC) no reported risk (NRR) investigation protocols. Investigate all cases of public health importance (COPHI) NRR HIV/AIDS cases (i.e., HIV2, tattoos, bites) within two months of reporting using the most recent CDC NRR investigation protocols. Investigate all other NRR cases within six months of diagnosis.

In conjunction with OA staff, investigate COPHI including, but not limited to: health care worker(s) whose only reported exposure is job related; blood transfusion; organ transplant; artificial insemination; or unique cases such as tattoos. See Surveillance

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Handbook, XIV. COPHI Cases Overview
at <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>.

Objective 2

Educate healthcare providers about the need to obtain and report risk information from their HIV diagnosed patients.

Objective 3

Participate in Medical Monitoring Project (MMP) and HIV Incidence Surveillance (HIS) data gathering requirements.

D. PROCEDURES FOR ENSURING CONFIDENTIALITY OF ALL INFORMATION - CORE*

Goal: To protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded both in original case reports and in disseminated data.

Objective 1

Develop and maintain a secure registry. All physical locations containing HIV/AIDS surveillance data in electronic or paper format, as well as workstations for surveillance personnel, must be enclosed inside a locked, secured area with access limited to authorized personnel in accordance with CDC program requirements. See Surveillance Handbook, V. Security and Confidentiality
at <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>

Paper copies of surveillance information containing identifying information must be stored inside a locked file cabinet located inside a locked room. Shredding of confidential HIV/AIDS-related information should be performed by authorized surveillance personnel (LHJ employees who have signed the Individual Security and Confidentiality Agreement form) using a commercial quality shredder with cross-cutting capability before disposal. Shredding should be used to destroy paper records containing confidential HIV/AIDS-related information. These records include, but are not limited to:

- a. Line listings identifying individuals as having HIV or AIDS
- b. Medical record review notes
- c. Laboratory reports of HIV infection or CD4+ counts
- d. Computer data runs and analyses
- e. Program specific internal reports
- f. Other working papers

Objective 2

Submit all case report forms, HIV/AIDS related material, and/or encrypted electronic data in double envelopes and the outer envelope (e.g., sender or recipient address or label) must have no reference to HIV/AIDS or include any terms easily associated with HIV/AIDS. The inner envelope must be marked 'Confidential', sealed, and

*Core is an activity required by all counties.

Exhibit A

Scope of Work

addressed to their assigned Surveillance Coordinator at OA and should also identify the agency that originated the package mailing. All mail must be sent by traceable courier services only (i.e., United Parcel Service, Federal Express [FedEx] or U.S. Post Office). The overnight mailing address is Steven Starr, California Department of Public Health, Surveillance Section, MS 7700, 1616 Capitol Avenue, Suite 74.616, Sacramento, CA, 95814. Only LHJ personnel who have signed the OA Individual Confidentiality Agreement are permitted to handle confidential mail.

Also, California Health and Safety Code 121022, Section (b)(1) states the following: "Health care providers and local health officers shall submit cases of HIV infection pursuant to subdivision (a) by courier service, United States Postal Service express mail or registered mail, other traceable mail, person-to-person transfer, facsimile, or electronically by a secure and confidential electronic reporting system established by the department." OA has implemented a Secure File Transfer Protocol (SFTP) site for the transmission of HIV surveillance information and LHJs may submit their data with OA via this method as appropriate; please see the SFTP SOP for details. The OA Surveillance Section will also start releasing CalREDIE for HIV/AIDS reporting in 2013. OA and the CDC strongly suggest that HIV related information is never transmitted via fax due to the lack of confidentiality.

Objective 3

HIV/AIDS case information is transferred from the LHJ to the OA Surveillance Section via paper reports and, for San Francisco and Los Angeles, via direct input into eHARS. LHJs do not report HIV/AIDS cases directly to CDC. When receiving or initiating phone conversations to complete or un-duplicate HIV/AIDS case reports, verify that the caller is authorized to exchange confidential HIV/AIDS case information. All telephone conversations must be conducted using phones that are connected to land-lines. Cell phones and wireless communication (except for headsets with land phones) are not permitted.

Objective 4

Laptop computers and other portable electronic devices are vulnerable to theft. These devices warrant the most stringent security protocols. Employing strict security measures ensures that the confidentiality of patients is protected in the event that a device is lost or stolen. OA does not provide laptop computers or funding for portable electronic devices.

Objective 5

According to California law, only authorized personnel who have signed an Individual Confidentiality Agreement are permitted to handle confidential public health records. Individual Confidentiality Agreements must be signed at time of employment and annually thereafter after reviewing the OA provided Security and Confidentiality training. Individuals are not authorized to access confidential surveillance information until their signed Individual Confidentiality Agreements have been reviewed and signed by the supervisor of these individuals, and those agreements have been received by OA.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

E. ANALYSIS, DISSEMINATION, AND USES OF SURVEILLANCE DATA

Goal: In collaboration with OA, plan, conduct, and disseminate studies of HIV/AIDS morbidity and mortality. All studies should adhere to confidentiality guidelines. See Surveillance Handbook at VI. National HIV/AIDS Program Standards: <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>).

Objective 1

Assess ability to analyze HIV/AIDS surveillance data, disseminate the results, and use the information to detect local patterns and trends of the disease.

Objective 2

Prepare epidemiological summaries synthesizing HIV/AIDS case data for populations of local interest.

Objective 3

Disseminate HIV/AIDS surveillance information through: responses to data requests; direct contact with HIV/AIDS name based case reporting sources; presentations at conferences and meetings; publications, scientific journals, newsletters and bulletins of community and medical organizations.

Objective 4

Encourage the appropriate use of HIV/AIDS name based surveillance information for funding decisions, establishing public health priorities and making policy decisions. As part of the process, incorporate program awareness and knowledge to medical policy makers, health care providers, persons at risk for HIV infection, and the general population. Conduct further epidemiological investigations as needed and evaluate findings.

F. EVALUATION OF HIV/AIDS SURVEILLANCE SYSTEM

Goal: Monitor the timeliness and completeness of HIV/AIDS name based case reporting and direct HIV/AIDS case finding activities to ensure optimal use of surveillance resources.

Objective 1

Conduct validation studies of providers who treat HIV infected individuals to monitor HIV/AIDS name based case reporting and continue to encourage major providers to regularly monitor their records in the same way.

Objective 2

Develop, implement, and evaluate the effectiveness of surveillance activities and use evaluation outcomes to allocate appropriate resources.

*Core is an activity required by all counties.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

C. Invoices shall:

- 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Identify contract agreement number.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. 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 Contractor or to furnish any other considerations under this Agreement and Contractor 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 Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$5,774 for the budget period of 07/01/13 through 06/30/14.
- 2) \$5,774 for the budget period of 07/01/14 through 06/30/15.
- 3) \$5,774 for the budget period of 07/01/15 through 06/30/16.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability 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.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B - Attachment I
HIV Surveillance Program
Budget (Year 1)
July 1, 2013 to June 30, 2014

A. PERSONNEL	\$5,774
B. OPERATING EXPENSES	\$0
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$0
TOTALS	\$5,774

Exhibit B - Attachment II
HIV Surveillance Program
Budget (Year 2)
July 1, 2014 to June 30, 2015

A. PERSONNEL	\$5,774
B. OPERATING EXPENSES	\$0
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$0
TOTALS	\$5,774

Exhibit B - Attachment III
HIV Surveillance Program
Budget (Year 3)
July 1, 2015 to June 30, 2016

A. PERSONNEL	\$5,774
B. OPERATING EXPENSES	\$0
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$0
TOTALS	\$5,774

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Special Terms and Conditions

(For federally funded service contracts or agreements and grant 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", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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 this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
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15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	32. Additional Restrictions

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- 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 CDPH, 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 CDPH 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 CDPH, the Contractor may request in writing to CDPH, 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

written notice to the State (California Department of Public Health (CDPH)).

- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
 - (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH 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."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- 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 CDPH, 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, CCR Title 2, Section 1896).

- 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 shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. 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.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. 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.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. 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.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. 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 CDPH 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 CDPH without prior written authorization from the CDPH 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.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH 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, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the 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 CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's 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 CDPH 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.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- 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 CDPH Program Contract Manager.
- 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 CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. 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.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Yuba

Name of Contractor

Andy Vasquez, Jr.

Printed Name of Person Signing for Contractor

13-20173

Contract / Grant Number

Signature of Person Signing for Contractor

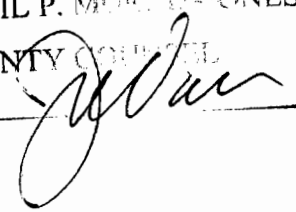
Date

Chairman, Board of Supervisors

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health
Office of AIDS, MS 7700
1616 Capitol Avenue, MS 7700
Sacramento, CA 95814

APPROVED AS TO FORM
ANGIL P. MORFILL-JONES
COUNTY CLERK
BY: 

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a.</i> <i>(Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- HIV Surveillance Program Budget Detail

2. Cancellation / Termination

This agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.

- CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Avoidance of Conflicts of Interest by Contractor

- CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH 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 Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor 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.

Exhibit E
Additional Provisions

- 2) An instance where the Contractor'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 CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.
- C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.
- D. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 13-20173 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 1/1/13)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

Exhibit H
HIPAA Business Associate Exhibit

I. Recitals

- 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 Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.
- 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 is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH 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.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit H
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
- 1) **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.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH 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 CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **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 CDPH; 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 CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-

Exhibit H
HIPAA Business Associate Exhibit

Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

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 CDPH PHI from breaches and security incidents.

- D. **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 Exhibit.
- E. **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 CDPH, 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 Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) 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.
- J. **Notification of Breach.** During the term of this Agreement:
 - 1) **Discovery of Breach.** To notify CDPH **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 the discovery of any suspected security incident, intrusion or unauthorized

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HIPAA Business Associate Exhibit

use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief 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 CDPH 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.
- 2) **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 CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief 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.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief 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.
- 4) **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 CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH 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 Exhibit or the Agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) 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 CDPH under this Agreement and use or disclose PHI.
- 2) 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.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **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.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. **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 CDPH.

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V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH 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 Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. 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 CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:
 - 1) 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 CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH 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.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) 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 Exhibit 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.

VII. Miscellaneous Provisions

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, 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

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Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit 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 CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **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 CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, 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.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit 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 Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.
- H. **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.

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Attachment 1
Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

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timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

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- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

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- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

INSTRUCTIONS FOR CDPH 1203

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit J

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

Contractor's Complete Address: _____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

[illegible]

Darfur Contracting Act

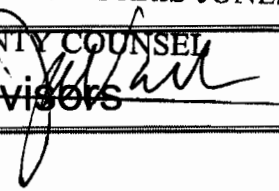
Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. _____
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.
- OR**
3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

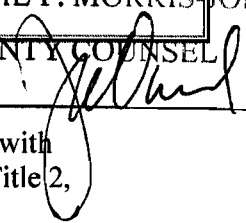
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed) County of Yuba		Federal ID Number 94-6000549
By (Authorized Signature)		APPROVED AS TO FORM ANGIL P. MORRIS-JONES
Printed Name and Title of Person Signing Andy Vasquez, Jr., Chairman, Board of Supervisors		COUNTY COUNSEL BY: 
Date Executed	Executed in the County and State of Yuba	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Yuba		<i>Federal ID Number</i> 94-6000549
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Andy Vasquez Jr., Chairman, Board of Supervisors		
<i>Date Executed</i> 	<i>Executed in the County of</i> Yuba	<i>APPROVED AS TO FORM</i> ANGIL P. MORRIS-JONES <i>COUNTY COUNSEL</i> BY: 

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,
- 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.

(Required when receiving payment from the State of California in lieu of IRS W-9)


1 INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.

2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) County of Yuba	
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS rsharrock@co.yuba.ca.us
	MAILING ADDRESS P.O. Box 2320	BUSINESS ADDRESS 5730 Packard Avenue, Suite 100
	CITY, STATE, ZIP CODE Marysville, CA 95901	CITY, STATE, ZIP CODE Marysville, CA 95901

<div style="border: 1px solid black; padding: 2px; width: 30px; margin: 0 auto;">3</div>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px;">9</div> <div style="border: 1px solid black; padding: 2px 5px;">4</div> <div style="border: 1px solid black; padding: 2px 5px;">—</div> <div style="border: 1px solid black; padding: 2px 5px;">6</div> <div style="border: 1px solid black; padding: 2px 5px;">0</div> <div style="border: 1px solid black; padding: 2px 5px;">0</div> <div style="border: 1px solid black; padding: 2px 5px;">0</div> <div style="border: 1px solid black; padding: 2px 5px;">5</div> <div style="border: 1px solid black; padding: 2px 5px;">4</div> <div style="border: 1px solid black; padding: 2px 5px;">9</div> </div>	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
<p>PAYEE ENTITY TYPE</p>	<p><input type="checkbox"/> PARTNERSHIP</p>	<p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input checked="" type="checkbox"/> ALL OTHERS</p>
<p>CHECK ONE BOX ONLY</p>	<p><input type="checkbox"/> ESTATE OR TRUST</p>	<p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;">—</div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;">—</div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> <div style="border: 1px solid black; padding: 2px 5px;"> </div> </div>
<p>(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		

<div style="border: 1px solid black; padding: 2px; display: inline-block;">4</div> PAYEE RESIDENCY TYPE	<input checked="" type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.
	<input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.
	<input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.

5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Radell Sharrock		TITLE Program Manager
	SIGNATURE	DATE	COUNTY COUNSEL BY:  TELEPHONE (530) 749-6834

<div>6</div>	Please return completed form to:	
	Department/Office:	California Department of Public Health
	Unit/Section:	Office of AIDS/Fiscal Management Section
	Mailing Address:	P.O. Box 997426/MS7700
	City/State/ZIP:	Sacramento , CA 95899-7426
	Telephone:	()
	FAX:	()
E-Mail Address:		

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							

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



Michael Kinnison, M.D.

Interim Health Officer
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: August 27, 2013

SUBJECT: Resolution of the Board authorizing the Director of Health and Human Services to Execute Agreement with the California Department of Social Services (CDSS) for Adoption Services

RECOMMENDATION: It is recommended the Board of Supervisors approve the Agreement with CDSS to provide adoption services for Yuba County through Health and Human Services Department (HHSD) for the one year period of July 1, 2012 through June 30, 2013 and approve the Resolution of the Board authorizing the Director of HHSD to execute this Agreement and amendments required of this Agreement.

BACKGROUND: Adoption services play a vital role in the permanent placement of Yuba County's children who have been relinquished for adoption. On February 2, 2010, the Board of Supervisors adopted Resolution Number 2010-10 which approved a Memorandum of Understanding (MOU) with CDSS for adoption services. Since Yuba County did not have its own adoption agency, the MOU allowed CDSS to provide adoption services for Yuba County through the Health and Human Services Department pursuant to Welfare and Institutions Code Section 16130.

DISCUSSION: Effective July 1, 2011, the legislature realigned the funding for most Child Welfare Services from the state to local governments and appropriated funding to local adoption subaccounts for the costs of providing adoptive services. CDSS and HHSD mutually agreed to transition the responsibility for adoption services to Yuba County effective July 1, 2013. CDSS provided adoption services through June 30, 2013 and HHSD will reimburse CDSS for those services. The purpose this Agreement is for the provision of adoption services by CDSS and reimbursement of those services by HHSD for the term July 1, 2012 through June 30, 2013. From this time forward, HHSD has assumed responsibility for adoption services in Yuba County.

FISCAL IMPACT: Approval of this Agreement and its execution will not impact County General Funds. CDSS will be reimbursed for adoption services with realigned Child Welfare Services funds for Fiscal Year 2012/2013.

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

IN RE:

**AUTHORIZE THE DIRECTOR OF THE YUBA)
COUNTY HEALTH AND HUMAN SERVICES)
DEPARTMENT TO ENTER INTO AND)
EXECUTE, ON BEHALF OF THE COUNTY)
OF YUBA, AN AGREEMENT WITH THE)
CALIFORNIA DEPARTMENT OF SOCIAL)
SERVICES FOR AGENCY ADOPTION)
SERVICES PURSUANT TO WELFARE AND)
INSTITUTIONS CODE SECTION 16130 AND)
FURTHER AUTHORIZE THE DIRECTOR TO)
EXECUTE DOCUMENTS AS REQUIRED BY)
THIS AGREEMENT)**

Resolution No. _____

WHEREAS, under W&I Code Section 16130, the California Department of Social Service (hereinafter "CDSS") has provided adoption services for the County in accordance with Resolution Number 2010-10 and Title 22, California Code of Regulations, Sections 35127.1 through 35239; and

WHEREAS, effective July 1, 2011, the CDSS realigned the funding for Adoption Services from the state to local governments and appropriated funding to local adoption subaccounts allocations to fund the costs of providing agency adoptive services pursuant to Government Code section 30025(f)(7)(D), Assembly Bill 118; and

///

WHEREAS, it is in the best interest of the County of Yuba and its residents, for the Yuba County Health and Human Services Department (YCHHSD) to provide adoption services effective July 1, 2013 under Welfare and Institutions Code (W&I Code) section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239; and

WHEREAS, CDSS intends to continue to provide agency adoption services through June 30, 2013 and COUNTY intends to reimburse CDSS for such services. CDSS and YCHHSD agree to coordinate efforts to transition adoption services from the state to the county during the period of July 1, 2012 through June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Yuba that the Director of the HHSD is hereby authorized, upon review and approval of the County Counsel, to enter into and execute this Agreement with CDSS and amendments to the agreement and documents as may be required by this agreement. A copy of the said Agreement and any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba that this Resolution hereby repeals and replaces Resolution Number 2010-10 and upon execution, this Agreement with CDSS shall supersede the Memorandum of Understanding (MOU 08-6023) dated February 20, 2010.

PASSED AND ADOPTED at a regular meeting of the Board of
Supervisors of the County of Yuba, State of California, on the _____ day of
_____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

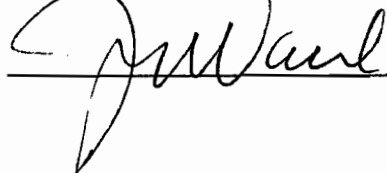
County of Yuba

By: _____
Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES
COUNTY COUNSEL



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for the provision of agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239 ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and the California Department of Social Services (hereafter "CDSS"). This Agreement covers the period of time when the Adoptions Program is being transitioned from the CONTRACTOR to the COUNTY.

This Agreement supersedes the existing Memorandum of Understanding (MOU #08-6023) between the COUNTY and CONTRACTOR to provide Agency Adoptions Services. By signature of all parties at execution of this Agreement, it is agreed that MOU #08-6023 is terminated.

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:

I. 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.

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.

II. SERVICES

The CONTRACTOR agrees to provide to COUNTY, agency adoption services under the authority of Welfare and Institutions Code (W&I Code), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239.

- A. The CONTRACTOR shall provide those services described herein to the child cases and family cases mutually identified by COUNTY and CONTRACTOR. CONTRACTOR shall provide said services at the time, place and in the manner specified below in Services Provisions B through H.
- B. The CONTRACTOR shall partner with the COUNTY to coordinate transition activities and timelines during the transition period of July 1, 2012 through June 30, 2013.
- C. The CONTRACTOR and the COUNTY will review each case for its potential transfer to the COUNTY. Those cases deemed appropriate by both agencies will remain with the CONTRACTOR and will be provided with the following services based on the individual case need and as required by law and regulation.
 - 1. CONTRACTOR will provide the following adoption services:
 - a. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
 - b. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
 - c. Complete adoption home studies of prospective adoptive families, including requests for adoption home studies through the Interstate Compact on the Placement of Children (ICPC).
 - d. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&I Code, Section 366.26 hearing. CONTRACTOR will provide testimony for contested hearings regarding the reports as requested by the COUNTY Counsel.
 - e. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
 - f. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
 - g. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and COUNTY Programs regarding AAP eligibility (i.e., W&I Code, Sections

16115-16123 and Title 22 California Code of Regulations (CCR)
Section 35325 et seq.)

- h. Provide other appropriate and necessary adoption services as needed.
2. The CONTRACTOR and COUNTY agree to coordinate efforts in the following areas:
- a. Promote concurrent planning services and permanence for children who are in out-of-home care.
 - b. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other agency. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
 - c. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other agency, including potential placement changes.
 - d. Notify the other agency before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
 - f. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
 - g. Pay AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
 - i. Use the Child Welfare Services/Case Management System (CWS/CMS) to record information and case activities for dependent children and foster families.
 - j. COUNTY to provide or purchase psychological evaluations and competency statements in cases where they are required by statute or regulation.
 - k. Provide other appropriate and necessary coordination as needed.

D. Services for the Child before a Permanent Plan is Determined

1. COUNTY will:

- a. Work with CONTRACTOR to prepare a report for the W&I Code, Section 366.26 hearing. The CWS social worker's portion of the report will include:
 - An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - A review of the amount and nature of contact between the child and parent(s) since placement.
 - A summary of current search efforts for any absent parent.
 - Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response in which case the child's condition should be stated.)
 - A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of the recommended plan.
- b. Provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CONTRACTOR.
- c. Provide Department of Justice criminal record clearance(s) of the Foster family when required.
- d. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412.)
- e. Send notice of hearing, the social worker's court report and the judge's court orders to the CONTRACTOR Adoptions District Office for W&I Code 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any

appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CONTRACTOR.

- f. Prepare a court report every six months for the Juvenile Court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CONTRACTOR.
- g. Provide AAP payments as directed by the CONTRACTOR to adopting families. Provide Notice of Action and AAP re-assessment forms as required.
- h. Send all court orders to CONTRACTOR within thirty (30) calendar days from the date of the court hearing.
- i. Retain case management responsibility until finalization of the Adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS application to Adoptions District Office before closing CWS services case.

2. CONTRACTOR will:

- a. Consult with the CWS worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, CONTRACTOR will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the COUNTY.
- b. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- c. Provide assessment of the child before the W&I Code, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the CWS social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.
- d. Work with COUNTY to prepare a report for the W&I Code, Section 366.26 hearing. The CONTRACTOR report will be submitted to

COUNTY twenty-one (21) calendar days before the hearing, and shall include:

- An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated.)
 - A preliminary assessment of eligibility and commitment of any identified prospective adoptive parent, particularly the child's caretaker, to adopt the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse and neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of adoption.
 - An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- e. Be available for contested W&I Code, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
- f. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code Section 8714.7.
- g. Approve or deny family adoptive assessments homestudies.
- h. Prepare the child for adoption. (This may or may not include a placement change).
- i. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
- j. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.

- k. Promptly notify COUNTY of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
 - l. Establish AAP eligibility of the child, determine benefit amount and duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to COUNTY. The duration and amount of all AAP benefits must comply with State regulations.
 - m. Continue exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&I Code, Section 366.26(j) until finalization of the adoption.
 - n. Prepare and present a report to the court in the COUNTY in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CONTRACTOR will address in its report whether the post adoption contact agreement is in the child's best interest.
 - o. Confirm in writing to COUNTY that the adoption is finalized and request dependency be dismissed. CONTRACTOR is not authorized to provide COUNTY with a copy of the final decree of adoption.
 - p. Document case management activities in CWS/CMS pursuant to state guidelines.
 - q. Do other appropriate and necessary permanency planning activities as needed.
- E. CASE TERMINATION.** Whenever services are terminated or the plan of adoption is no longer appropriate, each party will be responsible for informing the other party in writing of the change in circumstances.
- F. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT.** COUNTY and CONTRACTOR will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:
- 1. The primary social workers from COUNTY and the CONTRACTOR will meet and confer to resolve differences.

2. If the primary social workers are unable to resolve differences, the COUNTY supervisor and the CONTRACTOR supervisor and primary caseworkers will meet and confer to resolve differences.
3. If the supervisors and social workers are unable to resolve differences, the COUNTY Program Manager and the CONTRACTOR District Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
4. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

G. 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.

H. 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.

III. CONFIDENTIALITY

The CONTRACTOR shall:

- A. Comply with provisions of Welfare and Institutions Code Section 10850 to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential.
- B. Maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.
- C. Maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be known to all employees.
- D. Agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. CONTRACTOR employees, agents, and representatives shall protect such information and treat it as strictly confidential. At no time shall 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.

IV. RELATIONSHIP OF THE PARTIES

A. Independent Contractor

CONTRACTOR understands and agrees that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the COUNTY and that CONTRACTOR acquires none of the rights, privileges, powers, or advantages of COUNTY employees. It is further understood by both the CONTRACTOR and COUNTY that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

B. Coordination With Representatives of Yuba County

CONTRACTOR agrees and understands that the work/services performed under this Agreement on behalf of the COUNTY may impact various interests of Yuba County. Therefore, all work performed pursuant to this agreement shall be coordinated with and shall be subject to the review of the Director of the Yuba County Health and Human Services Department.

V. PAYMENT

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth herein. The payment specified in Provisions A.1 and A.2. 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 A.4.

A. COUNTY shall pay CONTRACTOR as follows:

1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment A – Fee Schedule.
2. The total amount paid to the CONTRACTOR by the COUNTY shall not exceed the amount of the Fiscal Year 2012-2013 Adoption Services allocation approved in the COUNTY budget by the Yuba County Board of Supervisors less the COUNTY's cost for adoption expenses during the transition and non-recurring adoptive expenses.
3. In no event shall total paid to CONTRACTOR exceed the total amount specified in Payment Provision A.2. without an amendment to this Agreement approved by both parties.

4. CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment B – Invoice Format no later than the tenth (10th) day of the month following the quarter period of provision of services.
5. COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR

B. 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 and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

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

VI. HOLD HARMLESS

INDEMNIFICATION

- A. CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF THE COUNTY.** The County hereby agrees to defend and indemnify the California Department of Social Services (CDSS), its agents, officers, and employees (hereinafter collectively referred to as the State), from any claim, action or proceeding against the State, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the State may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The State shall notify the County promptly of any claim, action or proceeding and cooperate fully.
- B. CLAIMS ARISING FROM THE ACTS OR OMISSIONS OF THE STATE.** The State hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred as the County), from any claim, action, or proceeding against the County arising out of the acts or omissions of the State in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the State of any obligation imposed by

this Contract. The County shall notify the State promptly of any claim, action or proceeding and cooperate fully.

VII. NON-ASSIGNABILITY

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the COUNTY, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

VIII. INSURANCE

The State is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and worker compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors.

The State's self-insurance for liabilities from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services.

IX. RETENTION OF RECORDS

CONTRACTOR shall maintain all required records for the term of this Agreement. Such records shall be subject to the examination and/or audit of the COUNTY, a Federal grantor agency, and the State of California. In the event this Agreement is terminated by either party the COUNTY shall be entitled to all documents and files in the CONTRACTOR's possession related to work performed pursuant to this Agreement.

X. TERMINATION

Either the COUNTY or CONTRACTOR may terminate this agreement at any time upon thirty (30) days written notice to the other. In the event this Agreement is terminated by either party, the CONTRACTOR will be entitled to compensation for all services plus expenses provided prior to such termination and the COUNTY shall be entitled to all documents and files in the CONTRACTOR's possession related to work performed pursuant to this Agreement.

XI. ENTIRE AGREEMENT

This Agreement constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are

not binding. All subsequent modifications shall be in writing and signed by the parties.

XII. ATTACHMENTS

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

Attachment A – Fee Schedule
Attachment B – Invoice Format

XIII. NOTICES

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

If to "COUNTY":

Health and Human Services Department
COUNTY of Yuba
Suzanne Nobles, Director
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":

California Department of Social Services
Carmen George
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
(916) 651-8106
FAX: (916) 651-8143

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2013.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"
CALIFORNIA DEPARTMENT OF
SOCIAL SERVICES

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

Deborah Pearce 8-1-13
Deborah Pearce, Chief
Contracts Bureau

Authorized pursuant to Board Resolution No. _____

INSURANCE PROVISIONS APPROVED

COUNTY COUNSEL
APPROVED AS TO FORM:

Martha K. Wilson
Martha K. Wilson
Risk Manager

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

ATTACHMENT A

FEE SCHEDULE

Type of Service	FEE
<u>Adoption Services</u>	
Child Cases	\$62.00/week/child
Family Cases	\$62.00/week/family

ATTACHMENT B

INVOICE FORMAT

Contractor's Name and Address				Contact Name and Phone Number	
California Department of Social Services 744 P Street Sacramento, CA 95814				Contact: Phone: FAX: E-Mail	
Program				Quarter Period of Service	
Agency Adoption Services				From: To:	
Case Description (Enter "Child" or "Family")	Case ID	(V) if Fed	Rate/Week	# of Wks of Service	Amount
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
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			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
			\$62.00		\$ -
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 Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

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