

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.

MARCH 15, 2016

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Clerk of the Board of Supervisors
 1. [\(081-0316\) Approve minutes of March 3, 2016.](#)
 - B. Community Development and Services
 1. [\(082-0316\) Approve plans, specifications and estimate for advertisement of bids for Hammonton-Smartsville Road shoulder widening project from South Golden Parkway to one mile west contingent upon Caltrans approval of federal funding and authorization to expend construction funds.](#)
 - C. Health and Human Services
 1. [\(083-0316\) Approve Memorandum of Understanding for Health and Human Services Department to participate in California Department of Social Services Work Number Program administered by Equifax/TALX Corporation and authorize Chair to execute.](#)
 2. [\(084-0316\) Approve Memorandum of Understanding with Sutter-Yuba Mental Health for provision of mental health assessment and treatment services to youth, authorize Chair to execute including any amendments upon approval of County Counsel.](#)
 3. [\(085-0316\) Approve six amendments to various service and commodity agreements to increase funding and authorize Chair to execute.](#)
 - D. Human Resources
 1. [\(086-0316\) Approve revised Extra Help and Reserve Paid Sick Leave Policy in accordance with SB 579, Protected Sick Leave.](#)
 2. [\(087-0316\) Appoint Karen Fassler, Assistant Human Resources Director, as CSAC-EIA alternate Yuba County representative.](#)
 3. [\(088-0316\) Approve agreements between County and YCEA, DDAA and Non-represented regarding increase retirement share of cost and authorize Chair to execute.](#)
 - E. Human Resources/County Administrator

1. [\(089-0316\) Adopt resolutions amending Department Allocation Schedule and Classification System-Basic Salary/Hourly Schedule as it relates to Agricultural Commissioner and Weights and Measures Department.](#)

IV. **SPECIAL PRESENTATION**

- A. [\(090-0316\) Present proclamation recognizing March for Meals month.](#)

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 three minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

- A. Board of Supervisors

1. [\(091-0316\) Appoint Stephen Scheer Agricultural Commissioner/Sealer of Weights and Measure effective March 21, 2016 for a four-year term; approve appointment at Step 2, 1.05 index; approve employment agreement and authorize Chair to execute. \(Ten minute estimate\)](#)

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

- A. [\(092-0316\) Letter from City of Marysville regarding consolidation with the Primary Election to be held June 7, 2016.](#)
- B. [\(093-0316\) Notice from California Fish and Game Commission of proposed regulatory action relative to Lower Klamath River Basin sport fishing.](#)
- C. [\(094-0316\) Notice from California Governor's Office of Emergency Services granting Yuba County a disaster designation due to drought intensity levels.](#)

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

IX. **ADJOURN**

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.

The County of Yuba

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

MARCH 3, 2016 – WORKSHOP



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 2:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, and Roger Abe. Supervisor Randy Fletcher was absent. Also present were County Administrator Robert Bendorf, Chief Deputy County Counsel John Vacek, and Clerk of the Board of Supervisors Donna Stottlemeyer.

I. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – Supervisor Fletcher Absent.

Also present were: OPUD Directors John Floe and Denise Burbank; Harl Sanderson, Beale AFB

Economic Development Advisory Committee Members: Wayne Bishop, Tib Belza, Nate Pomerroy, Rosemary Daoust.

County Administrator Robert Bendorf, Economic Development Corporation Executive Director Brenda Stranix, and Community Development and Services Director Kevin Mallen led interactive group discussion regarding the development and finalizing of the Economic Development Plan 2016:

- Commitment, Vision, and Principals
- Strategic Priorities
 - Foster Business
 - Business Incentives
 - Industry Diversification
 - Outreach
 - Workforce Development
- Developing an Award-winning Business Climate
 - Efficiencies and Beautification
- Champion Marketing and promotion
 - Branding
 - Marketing and Promotion
- Implementation Plan

Supervisor Nicoletti left the meeting at 2:30 p.m.

II. ADJOURN: 3:32 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5436 • Fax – (530) 749-5434
915 8th Street, Suite 125
Marysville, California 95901
www.co.yuba.ca.us



082-0316

BUILDING

(082-0316) Appro... - 1 of 2

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

March 15, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Michael G. Lee", is written over the printed name.

SUBJECT: Approval of Plans, Specifications and Estimate, and Authorization for Advertisement of Bids for Hammonton-Smartsville Road Shoulder Widening Project from South Golden Parkway to approximately 1 mile west

RECOMMENDATION:

Approval of Plans, Specifications and Estimate, for the subject project, and authorization for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of June 7, 2016.

BACKGROUND:

In July 2014, the County received federal funds to improve the safety of Hammonton-Smarstville Road by widening the existing road shoulders. The project will be funded through the federal High Risk Rural Roads (HR3) Program which is administered by Caltrans.

DISCUSSION:

This project consists of widening the existing shoulders with 4 feet of asphalt and 3 additional feet of gravel. Improvements also include a pavement "safety-edge", asphalt overlay, and new striping. Specifications are available for review at Public Works. The engineer's estimate for construction of the project and construction engineering is approximately \$692,000. The project is expected to be completed by December 2016.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project will be funded by the federal HR3 Program (\$580,000) which does not have a local match because of the use of toll credits. The overlay portion of the project (\$125,000) will be funded by the Road Fund, pending adequate resolution of the FY 16/17 deficient Public Works budget. Otherwise, the overlay portion of the work will be eliminated from the scope.

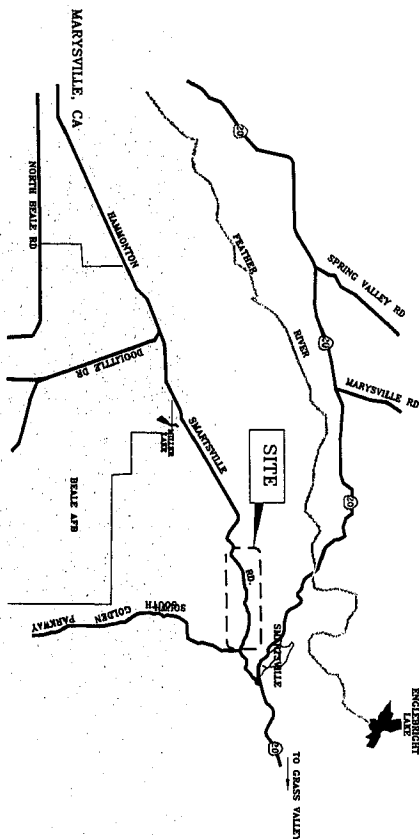
pro... - 2 of 2

1	1-1	TITLE SHEET
2		SHEET KEY
3	1	PLAN & PROFILE BEGIN TO STA 86+00
4	2	PLAN & PROFILE STA 86+00 TO STA 87+00
5	3	PLAN & PROFILE STA 87+00 TO STA 88+00
6	4	PLAN & PROFILE STA 88+00 TO STA 89+00
7	5	PLAN & PROFILE STA 89+00 TO STA 90+00
8	6	PLAN & PROFILE STA 90+00 TO STA 91+00
9	7	PLAN & PROFILE STA 91+00 TO STA 92+00
10	8	PLAN & PROFILE STA 92+00 TO STA 93+00
11	9	PLAN & PROFILE STA 93+00 TO END
12	10	STRIPING PLAN
13	11	CONCEPTUAL DESIGN CONTROL (STA 86+00 TO 87+00)
14	12	CONCEPTUAL DESIGN CONTROL (STA 87+00 TO 88+00)
15	13	CONCEPTUAL DESIGN CONTROL (STA 88+00 TO 89+00)
16	14	CONCEPTUAL DESIGN CONTROL (STA 89+00 TO 90+00)
17	15	CONCEPTUAL DESIGN CONTROL (STA 90+00 TO 91+00)
18	16	CONCEPTUAL DESIGN CONTROL (STA 91+00 TO 92+00)
19	17	CONCEPTUAL DESIGN CONTROL (STA 92+00 TO 93+00)
20	18	CONCEPTUAL DESIGN CONTROL (STA 93+00 TO END)

VIATIONS

AMERICAN SOCIETY FOR TESTING AND MATERIALS
BEGINNING OF CURVE
BEST MANAGEMENT PRACTICES

TO BE SUPPLEMENTED WITH STANDARD PLANS AND SPECIFICATIONS
DATED 2010, OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND YUBA COUNTY PUBLIC WORKS STANDARDS AUG 8, 2006



VICINITY MAP
NOT TO SCALE
NORTH

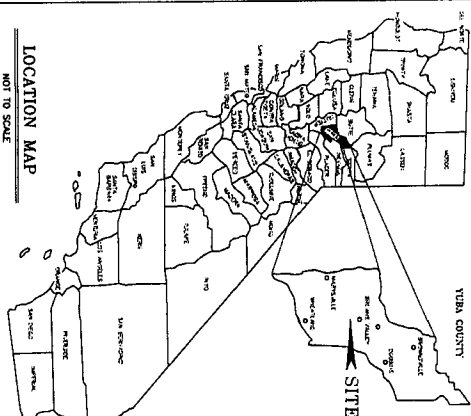
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CONTACT LIST			PHONE NO.
SERVICE	CONTACT	AGENCY	
RESIDENT ENGINEER	NEIL RETELSDORF	YUBA COUNTY	(530) 749-5420
SWPPP COORDINATOR	KATHY GREGG	YUBA COUNTY	(530) 749-5420
USA NORTH	REPRESENTATIVE	USA	(800) 227-2600

NOTE: THE CONTRACTOR SHALL POSSESS THE FOLLOWING CONTRACTOR LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED:

A. GENERAL ENGINEERING

A. GENERAL ENGINEERING



YUBA COUNTY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

APPROVED BY: _____ DATE: _____
 CHAIR, YUVA COUNTY
 BOARD OF SUPERVISORS

DESIGNED BY: _____ DATE: _____
 ERIC D. AUSMUS PE
 ASSOCIATE CIVIL ENGINEER
 REG 65266 EXP 09/30/2017

APPROVED BY: _____ DATE: _____

PUBLIC WORKS DIRECTOR
COUNTY OF YUBA
RCE 55795 EXP 12/31/2017

**HAMMONTON-SMARTSVILLE
SHOULDER WIDENING PROJECT
TITLE SHEET**

DMC
T-1
SHEET
1
OF
18

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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




(083-0316) Appro... - 1 of 46

Nichole Quick, MD, MPH

Health Officer

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Tracy Bryan, Program Manager
Health & Human Services Department

DATE: March 15, 2016

SUBJECT: Request Approval for the Health and Human Services Department to Participate in the California Department of Social Services "The Work Number" Program and authorize the Chair of the Board to execute the Memorandum of Understanding

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Health and Human Services Department (HHSD) request to participate in the California Department of Social Services (CDSS) "The Work Number" program administered by Equifax/TALX Corporation and authorize the Chair to enter into and execute the Memorandum of Understanding with CDSS and other documents as required by the program.

BACKGROUND: CDSS established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of the program, the CDSS contracted with TALX Corporation, a provider of Equifax Verification Services, for participating counties to verify consumer-recipient employment, income and other work related information. The agreement allows the CDSS to provide an online employment and wage verification system based on client social security numbers to all 58 California County Welfare Departments (CWDs) at no cost to the CWDs.

DISCUSSION: Approval by the Board will allow HHSD to participate in The Work Number program. The Work Number may be accessed by County employees to verify eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance.

COMMITTEE: The Human Services Committee was by-passed due to time constraints and there is no General Fund impact.

FISCAL IMPACT: Participation in the program will not impact the County General Fund. The funding for this program is provided by CDSS.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
AND
THE COUNTY OF YUBA

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation ("TALX"), a provider of Equifax Verification Services, for participating counties to verify consumer-recipient employment, income and other work related information. The Agreement between CDSS and TALX, CDSS Agreement 15-STD-00907 (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to TALX's on-line employment verification service (hereafter "The Work Number®"), pursuant to the Agreement. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to TALX by employers. County agrees to comply with the obligations of the Agreement as a condition of access to The Work Number.

II. SCOPE OF WORK

The Work Number may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, The Work Number permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.
- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.

- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access The Work Number solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to The Work Number unless they have a separate independent agreement with TALX.

III. CDSS RESPONSIBILITIES

- A. Pursuant to a third-party beneficiary Agreement between CDSS and TALX, CDSS has, on behalf of participating counties, secured access to The Work Number for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using The Work Number but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of The Work Number in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

- A. County shall comply with the obligations of the Agreement, including the TALX Universal Membership Agreement (UMA) requirements (Exhibit E, Attachment 2 of CDSS Agreement 15-STD-00907).
- B. County shall maintain any and all information/data provided by The Work Number in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from The Work Number only when it intends to use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required

by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Exhibit 1 to the UMA.
- F. To the extent County requests data on a Vermont resident, County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 to the UMA.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Work Number. "Authorized User" is defined as a County employee authorized to order or access The Work Number in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to The Work Number by a person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of The Work Number to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and TALX, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of The Work Number and/or the unauthorized disclosure or dissemination of consumer-recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.
- K. County acknowledges that neither TALX nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential

damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by TALX exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expirations of this MOU.

- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including the UMA.
- M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from The Work Number from unauthorized use, access, or disclosure.
- N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO), Lloyd Indig at (916) 651-5558.
- O. The use of The Work Number includes information that is protected by the VCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
- P. When County ceases to use the services of TALX furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from TALX. If County is dissatisfied with the services of TALX, it shall provide a letter to CDSS describing its dissatisfaction.
- Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by TALX, County is responsible for any and all breach notifications to the consumer, along with associated costs.
- R. County may not assign or delegate any of its rights or duties under this MOU.
- S. County acknowledges that its access to The Work Number is subject to audit by TALX as described in the Agreement. County agrees to cooperate with CDSS and TALX in responding to any such audit.
- T. For the purposes of the employment verification program that is the subject of this MOU, County is not required to purchase separate or additional services from TALX, CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and TALX.

V. TERM

The term of this MOU is: April 1, 2016 through September 30, 2017.

VI. GENERAL PROVISIONS.

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. TALX may immediately suspend and/or terminate County's access to The Work Number if TALX reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name and Title of signing staff

Date: _____

COUNTY OF YUBA

By: _____
Name and Title of signing staff

Date: _____

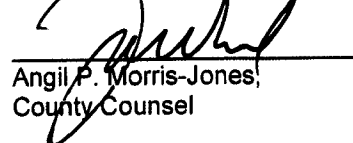
RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health and Human Services Department

Recommended for Approval:


Information Technology Date

APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
JULY 2013 (Rev. 10/13)

REDACTED COPY

AGREEMENT NUMBER
15-STD-00907

REGISTRATION NUMBER

CP 146484

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

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

TALX Corporation

2. The term of this

Agreement is:

10/1/2015 to upon final approval by the California Department of General Services, whichever occurs later, through 3/30/2017.

3. The immediate purpose

of this Agreement is:

4. It is intended to comply with the intent and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit A - Scope of Work	3 pages
Exhibit B - Budget Detail and Payment Provisions	2 pages
Exhibit C - General Terms and Conditions (CIC B19)	5 pages
Contract modifications follow as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit E - Special Terms and Conditions	
Exhibit F - Additional Provisions	2 pages
Exhibit G, Attachment 1 - CCSS Information and Security Pre-Clearance Requirements	2 pages
Exhibit H, Attachment 2 - Universal Membership Agreement for The Work Number Social Services	13 pages
Exhibit I, Attachment 3 - Memorandum of Understanding	5 pages

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

CONTRACTOR

CONTRACTOR'S NAME (Use an individual, sole proprietor, partnership, etc.)

TALX Corporation

California Department of General
Services Use Only

ATG

APPROVED

UAM # 4 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ Examiner

STATE OF CALIFORNIA

AGENCY NAME

California Department of Social Services

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- A. The Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 created sweeping Welfare reform and chief among these changes was the requirement of beneficiary's participation in employment or employment training as a condition to receive cash aid. To measure the State's success at meeting this requirement the Work Participation Rate is used. California Work and Responsibility to Kids (CaWORKs) and CalFresh participants' reported involvement of hours worked and earnings must be verified by his or her county case worker and access to fast, accurate and reliable data will help ensure the State's and counties' work participation rate data is complete.

This agreement entered into by CDSS and TALX Corporation (herein referred to as Contractor) is necessary to provide all California counties with online access to verify employment and income for CaWORKs and CalFresh programs. Counties must obtain participants' consent, typically within the application for benefits, to access his or her employment information. Local counties will provide a list to the CDSS and the Contractor, identifying case managers who are end users of the verification service and the Contractor will provide the CDSS usage reports on the service at least monthly by county or as determined necessary by the CDSS.

The counties, if they choose to participate, will enter into a Memorandum of Understanding with the CDSS once the contract is executed. The Fair Credit Reporting Act (FCRA) regulations and safeguards apply to counties handling participants' information and include FCRA 15 U.S.C. 1681 that requires notice be provided to inform users of consumer reports of their legal obligations and can be found in full at Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore - see Exhibit 1.

- B. The purpose of this agreement is for the Contractor to provide the County Welfare Departments (CWD) with the ability to verify employment and income of their counties CaWORKs and CalFresh participants.

C. Contractor Responsibilities:

This agreement is entered into by the CDSS and the Contractor for the purpose of the Contractor to provide all California counties verification information on the CaWORKs and CalFresh program participants' employment earnings and hours worked.

1. Provide to California counties statewide online employment verification service for employment work hours and income data furnished to the Contractor by employers.
2. Provide online access to any/all California local counties that shall include the ability to register, authenticate and monitor users and usage including monthly usage reports.
3. Provide search of employment status (Employment Verification) and income (Income Verification) by participant's Social Security Number and instantly identify if the participant has current, historical or no employment information on file.

EXHIBIT A
(Standard Agreement)

4. Provide capability for counties to order and retrieve an employment verification, which includes:
 - A. Employer name, address and employment status;
 - B. Number of hours worked in the year if provided by the employer.
 5. Order and retrieve income verification, which includes:
 - A. Employer address; employment dates and where available and position title;
 - B. Pay rate and up to one year of Year to Date gross income details; and
 - C. Up to one year of pay period details.
 6. Contractor will provide at least weekly, more frequent if necessary, batch access for submission of data files of participant's Social Security Numbers to be matched against the Contractor's employment and income data. There shall be no maximum to the number of participants that can be submitted for match.
 - A. Match participants against employment data and return responses weekly, with the day of the match and responses to be determined mutually by the CDSS and the Contractor.
 - B. Configure the criteria for ordered automation batch verifications, e.g., only order verifications for active employment.
 - C. Provide the content of ordered batch verifications, which shall be the same as with the online application, in a standardized file format with the specifications to be provided to the CDSS by the Contractor. The Contractor shall not alter the response file specification without coordination with the CDSS.
 - D. Provide response files that are encrypted and transmitted to the designated local County's program file server.
 - E. Provide Contractor-counties file exchanges by a method that supports full-automation without requiring human intervention.
 7. Contractor to provide training if necessary and requested by the County, to assist counties in utilizing the service at no cost to the CDSS. Training shall be provided, as agreed upon by the requesting county and the Contractor, through a webinar, pre-recorded training and/or over the phone based on availability of resources and as compatible with the requesting county's operating system and default browser.
 8. Contractor to provide a relationship manager to work directly with the county liaisons to provide training and ongoing technical assistance.
- D. CDSS Responsibilities:
1. Allow use of this service to those of the 58 California counties that sign and enter into the Memorandum of Understanding (MOU) with CDSS – see Exhibit E - Attachment 3.
 2. Notify the Contractor when the county has entered into an MOU with the CDSS and is able to be activated in and use the Contractor's system.

EXHIBIT A
(Standard Agreement)

3. Facilitate the designation of a county liaison who will work with the Contractor to register users (no maximum users), initiate training requests, and resolve online access problems.
- E. The project representatives during the term of this agreement will be:

CDSS/Employment and Eligibility Branch

Morgan Peschko, Analyst
Welfare to Work Division
744 P Street, 8-8-33
Sacramento, CA 95814
Telephone: (916) 654-1467
E-Mail: morgan.peschko@dss.ca.gov

Contractor

Ian Hilton, Project Leader
TALX Corporation
11432 Lackland Road
St. Louis, Missouri 63146
Telephone: (314) 214-7362
Email: ian.hilton@equifax.com

Sara LaRocca
Client Relationship Manager
11432 Lackland Road
St. Louis, Missouri 63146
Telephone: (314) 214-7727
Email:
sara.larocca@equifax.com

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed Shown
below are the amounts that cannot be exceeded for each of the fiscal year(s):

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below:

If the state exceeds the number of allotted income verifications in a given year, any additional transactions are billed per transacton at the effective cost per verification rate of in addition to the monthly fee of

3. The State shall have the ability to change pricing tiers once per contract year based on projected need, selecting from the pricing tiers below:

4. Pricing shall be valid up to five (5) years.
5. Invoices shall include the Agreement Number 15-STD-00907 and Index Code 1260 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
CalWORKs/Employment Bureau
744 P Street, MS 8-8-33
Sacramento, CA 95814
Attn: Morgan Peschko

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. 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, CDSS 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS 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.

C. For Contract with Federal Funds

1. 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.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. 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.
3. 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.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. 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.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

EXHIBIT B
(Standard Agreement)

G. Nonresident Tax Withholdings

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 seven percent 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.

Agreement 15-STD-00907
CDSS/TALX Corporation

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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

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CDSS/TALX Corporation

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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).)

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CDSS/TALX Corporation

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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

EXHIBIT D
(Standard Agreement)

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. 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, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 § ___.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB § ___.320 "Report Submission" and a copy shall be forwarded to CDSS.

EXHIBIT D
(Standard Agreement)

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Contract Term

The anticipated term of the resulting Agreement is October 1, 2015, or upon final approval by the California Department of General Services, whichever is later, through September 30, 2017. The State, at its discretion, during the term of the contract may add funds to complete the identified tasks at the originally agreed upon service rate.

B. Confidentiality Requirements

Contractor and its employees agree to comply with the California Department of Social Services (CDSS) Information and Security Pre-Cautions/Requirements as described in Exhibit E – Attachment 1.

C. Disabled Veteran Business Enterprise Subcontractors

1. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) 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(s); 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. (Military & Veterans Code (M&VC) §999.5(d)).
2. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
3. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

D. Substitution of Subcontractor

1. Subcontracting is permissible to the extent that the subcontractor(s) must fulfill all requirements of this Agreement and must be approved by the State prior to providing service.
2. Contractor shall be responsible for all work performed under this Agreement. If any subcontractor fails to perform a portion of the work in a manner satisfactory to the State, the subcontractor will be removed immediately upon written request of the State and shall not be re-employed in the work.
3. Contractor may not substitute any subcontractor without advance written consent of the CDSS.

E. DVBE Subcontractor Invoices

To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the contractor must include the contract number.

EXHIBIT E
(Standard Agreement)

F. TALX Corporaton Special Provisions

The TALX Corporation's Universal Membership Agreement for The Work Number Social Services, Exhibit E - Attachment 2, is made part of this agreement with the following exhibits and document:

Exhibit 1 – Notice to Users of Consumer Reports: Obligations of Users under the FCRA (5 pages)
Exhibit 2 - Vermont Fair Credit Reporting Contract Certification (2 pages)
Exhibit 3 - Fair Credit Reporting Act (FCRA) (2 pages)

G. Contractor Evaluation

Contractor is hereby notified that the State will evaluate Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," Std. Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California State Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

H. County Memorandum of Understanding

The model Memorandum of Understanding between CDSS and participating counties, Exhibit E – Attachment 3, is made part of this Agreement. Participating counties are required to execute the Memorandum of Understanding with CDSS in order to use The Work Number services as described in this Agreement.

**California Department of Social Services (CDSS)
Information Security Pre-Cautions/Requirements**

A. Confidentiality of Data

Please note the following definitions relating to confidential and sensitive information.

- Confidential information is information which identifies an individual (i.e., name, social security number, home/mailling address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
 - Sensitive information is information maintained by the Department that requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
1. All financial, statistical, personal, technical, and other information relating to CDSS operations which are designated confidential or sensitive by CDSS and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure.
 2. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)
 3. The Contractor shall:
 - a. Instruct all employees with access to the CDSS confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
 - b. Ensure that their employees will not intentionally seek out, read, use, or disclose CDSS confidential or sensitive information.
 - c. Not disclose any individually identifiable CDSS information to any person.
 - d. Require that all Contractor's staff or subcontractor and its employees with access to CDSS confidential information sign the CDSS Confidentiality Agreement (See Section B).
 - e. Immediately notify CDSS within 24 hours of initial detection of any unauthorized access, use, and disclosure of CDSS information. Notification shall be reported by telephone or email to:

Lloyd Indig
Information Security & Privacy Officer
California Department of Social Services
744 P Street, M.S. 9-9-70
Sacramento, CA 95814

916-651-5558
iso@dss.ca.gov

- f. Cooperate in any investigations of information security incidents.

Agreement 15-STD-00907
CDSS/TALX Corporation

Exhibit E – Attachment 1
Page 2 of 2

B. Confidentiality Agreement

The California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10550, California Penal Code section 11167.5, and 48 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of CDSS confidential information is a crime.

I agree that unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of Understanding/Agreement with the CDSS and the Contractor may be subject to penalties both civil and criminal.

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

This Universal Membership Agreement (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, 11432 Lackland Road, St. Louis, Missouri ("TALX"), and State of California – Department of Social Services ("Agency"). This Agreement shall be included as Exhibit E, Attachment 2 of CDSS Agreement 15-STD-00907 between TALX and Agency.

RECITALS:

- A. TALX operates The Work Number® (the "Service"), a service used to verify certain employment-related information about an individual ("Consumers"); and
- B. Agency wishes to obtain access to the Service, on behalf of County Welfare Departments ("CWDs") that sign the Memorandum of Understanding, Exhibit E, Attachment 3 of CDSS Agreement 15-STD-00907 ("County"), for use to confirm employment and/or income information of Consumers through the Service. Agency shall pay for, but not access, the Service used by County as set forth herein.

NOW, THEREFORE, the parties agree as follows:

- 1. **SCOPE OF THE AGREEMENT.** This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1 – Notice to Users of Consumer Reports, Exhibit 2 – Vermont Fair Credit Reporting Contract Certification, Exhibit 3 – Fair Credit Reporting Act, and Exhibit B – Budget Detail and Payment Provisions of CDSS Agreement 15-STD-00907 executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Universal Membership Agreement and Exhibit 1, Exhibit 2, Exhibit 3 or Exhibit B, the provisions of the Exhibit will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in Exhibit B, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.
- 2. **TALX OBLIGATIONS.** The Service will provide Agency with automated access to certain employment and/or income data ("Data") furnished to TALX by employers.
- 3. **AGENCY OBLIGATIONS.**
 - a. Agency shall pay for the Services as provided in CDSS Agreement 15-STD-00907. All prices stated in this Agreement are exclusive of, and Agency shall pay, all sales, use, privilege, or excise taxes.
 - b. Agency shall ensure that County be made aware of and agree to comply with all terms set forth in this Agreement to access the Service.
 - c. To the extent Agency accesses any Data obtained by County, Agency will comply with County Obligations, below.
 - d. Agency shall notify TALX if it learns County has ceased use of the Service or if it has reason to suspect that County has violated the terms of the MOU and/or this Agreement.
- 4. **COUNTY OBLIGATIONS.**
 - a. County shall comply with the terms set forth in this Agreement which includes Exhibits 1, 2, and 3.
 - b. County certifies that it will order Data from the Service only when County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Agency agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

- c. To the extent County requests Data on a Vermont resident, County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order Data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from TALX.
- d. County may use the Data provided through the Service only as described in this Agreement. County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless County first obtains TALX's written consent; provided, however, that County may discuss Consumer Data with the Data subject when County has taken adverse action against the subject based on the Data. County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by TALX, except in any state where this contractual prohibition would be invalid. County will refer the Consumer to TALX whenever the Consumer disputes the Data disclosed by County. County will not interpret the failure of TALX to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). County may not access, use or store the Data or TALX Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without County first obtaining TALX' written permission.
- g. County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.
- i. County represents and warrants it has written authorization from the Consumer to verify income. County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event County is using the Service to collect on defaulted child support obligations, County is not required to obtain such authorization.
- j. County may not allow a third party service provider (hereafter "Service Provider") other than participating CWD's (set forth above) to access, use, or store the Service or Data on its behalf without first obtaining TALX's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with TALX.
- k. In order to ensure compliance with this Agreement, applicable law and TALX policies, TALX may conduct reviews of County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to County's requests for Data and/or its use of Data. County shall provide documentation within a reasonable time to TALX as reasonably requested for purposes of such review. County (i) shall cooperate fully with any and all investigations by TALX of allegations of abuse or misuse of the Services and allow TALX to access its premises, records, and personnel for purposes of such investigations if TALX deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). County shall include the

name and email address of the appropriate point of contact to whom such request should be made in the space provided below. County may change its contact information upon written notice:

Audit Contact Name	Audit Contact E-mail Address

5. COUNTY USE OF SERVICE.

Data on the Service may be accessed by County authorized by law to administer government funded benefits or programs in the State of California to verify Consumer's employment status ("Employment Verification") or income ("Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance.

6. DATA SECURITY. This Section 6 applies to any means through which County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 6, the term "Authorized User" means a County employee that County has authorized to order or access the Service and who is trained on County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including County's FCRA and other obligations with respect to the access and use of Data.

a. County will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users can order or have access to the Service,
2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
4. ensure that all devices used by County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the County security codes, user names, User IDs, and any passwords County may use, to those individuals with a need to know, (ii) changing County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if County suspects an unauthorized person has learned the password, (iii) using all security features in the software and hardware County uses to order or access the Service, and (iv) requiring each individual Authorized User to have a unique User ID and password to access the Service.
6. in no event access the Service via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals, or other portable devices which do not store data in a manner consistent with the encryption requirements provided in Section 6.a.8,
7. not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from TALX must be employed,

8. if County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by TALX: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
 9. not ship hardware or software between County's locations or to third parties without deleting all TALX County number(s), security codes, User IDs, passwords, County user passwords, and any consumer information, or Data unless such information is encrypted as provided herein,
 10. monitor compliance with the obligations of this Section 6, and immediately notify TALX if County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of TALX invoices for the purpose of detecting any unauthorized activity,
 11. if, subject to the terms of this Agreement, County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of County's user names, security access codes, or passwords, and County will ensure the Service Provider safeguards County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to County under this Section 6,
 12. use commercially reasonable efforts to assure data security when disposing of any Data obtained from TALX. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
 13. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
 14. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
 15. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review.
- b. If TALX reasonably believes that County has violated this Section 6, TALX may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to County and at TALX's sole expense, conduct, or have a third party conduct on its behalf, an audit of County's network security systems, facilities, practices and procedures to the extent TALX reasonably deems necessary, including an on-site inspection, to evaluate County's compliance with the data security requirements of this Section 6.
7. **CONFIDENTIALITY.** To the extent consistent with law, each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement, including the terms of this Agreement and the pricing terms contained in Exhibit B of CDSS Agreement 15-STD-00907, consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality

to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 7 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law.

8. **TERM AND TERMINATION.** Unless otherwise provided for in Exhibit B – Budget Detail and Payment Provisions, TALX may change the price of the Service and/or the Service Schedule and/or Description with thirty (30) days notice. Agency's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with fifteen (15) calendar days opportunity to cure. TALX may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Service(s) if based on a reasonable belief that the other party has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation for Client.
9. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to TALX.
10. **WARRANTY.** TALX warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to TALX' performance thereof. Agency and County acknowledge that the ability of TALX to provide accurate information is dependent upon receipt of accurate information from employers. TALX does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, TALX MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF TALX KNOWS OF SUCH PURPOSE.
11. **INDEMNIFICATION.** County and TALX agree to indemnify, defend and hold harmless ("Indemnify") the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims"), but only in proportion to and to the extent such claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys' fees, experts' and investigators fees and expenses brought by third parties against the Indemnified Party and are caused by or arise from the indemnifying party's, or its affiliates', directors', officers' or employees' ("Indemnifying Party") (i) breach of this Agreement, (ii) negligent or intentional, wrongful act or omission, (iii) infringement on third party proprietary rights. Further, each party agrees to Indemnify the other from and against the Indemnifying Party's (i) violation of applicable law, or (ii) breach of Section 7 Confidentiality.
12. **LIMITATION OF LIABILITY.** In no event shall either party or its officers, agents or employees be liable for loss of profits or for indirect, special, incidental or consequential damages arising out of or related to the performance of this Agreement, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by TALX hereunder exceed the sum paid by Agency for the service which causes Agency's or County's claim.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws thereof.
14. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

- 15. MISCELLANEOUS.** Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Agency without TALX' prior written consent. This Agreement shall be freely assignable by TALX and shall inure to the benefit of and be binding upon the permitted assignee of either Agency or TALX. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Exhibit 1

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website.

Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are;

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decision, where the consumer has given written permission. *Section 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. *Section 604(c)*. The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for

any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA - such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligation When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. User Have Obligation When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. *Employment Other Than in the Trucking Industry*

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. *Section 615(b)(2)*

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. *Employment in the Trucking Industry*

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was

received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstance. *Section 603(1), 604(c), 604(E), and 615(d)*. This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened list, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
 - The consumer received the offer because he or she satisfied the criteria for credit worthiness insurability used to screen for the offer.
 - Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
 - The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
 - Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
 - Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.
- Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621.* In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619.*

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681
Section 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681cA
Section 605B 15 U.S.C. 1681cB
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m
Section 616 15 U.S.C. 1681n
Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p
Section 619 15 U.S.C. 1681q
Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s
Section 622 15 U.S.C. 1681s-1
Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t
Section 625 15 U.S.C. 1681u
Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w
Section 628 15 U.S.C. 1681x
Section 629 15 U.S.C. 1681y

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Exhibit 2

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ ("Agency"), acknowledges that it subscribes to receive various information services from TALX Corporation ("TALX") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Agency's continued use of TALX services in relation to Vermont consumers, Agency hereby certifies as follows:

Vermont Certification. Agency certifies that it will comply with applicable provisions under Vermont law. In particular, Agency certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Agency has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Agency further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from TALX.

Agency: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.
-

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Verifier Services

Exhibit 3

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

• **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.

• **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

• **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

• **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

• **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

• **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

• **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

• **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

• **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPT OUT (1-888-567-8688).

• **You may seek damages from violators.** If a consumer reporting agency, or in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, SW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
AND
THE COUNTY OF _____

I. PURPOSE

The California Department of Social Services ("CDSS") has established an income verification program for California counties regarding the California Work and Responsibility to Kids (CalWORKs) and CalFresh programs. As part of this program, the CDSS has contracted with TALX Corporation ("TALX"), a provider of Equifax Verification Services, for participating counties to verify consumer-recipient employment, income and other work related information. The Agreement between CDSS and TALX, CDSS Agreement 15-STD-00907 (hereafter "Agreement"), is attached as Exhibit 1.

This Memorandum of Understanding (MOU) is entered into by the CDSS and the County named above ("County") for the purpose of authorizing County access to TALX's on-line employment verification service (hereafter "The Work Number®"), pursuant to the Agreement. This MOU authorizes County to retrieve and verify certain employment and/or income data of a consumer-recipient applying for or currently receiving public social service assistance where such information has been furnished to TALX by employers. County agrees to comply with the obligations of the Agreement as a condition of access to The Work Number.

II. SCOPE OF WORK

The Work Number may be accessed by County employees to verify a consumer-recipient's employment status or income for purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of overpayments associated with the receipt of public aid or assistance. Accordingly, The Work Number permits County the ability to:

- A. Search for a recipient's employment status or income by a recipient's Social Security Number.
- B. Register, authenticate, and monitor users and usage, including producing monthly reports.
- C. Identify if a recipient has current, historical, or no employment information on file.

- D. Order and retrieve an employment verification, which shall include the employer name and employment status; or an income verification which shall include the employer address, dates of employment, title of position, pay rate, and year-to-date gross income and pay period details for up to a three-year period.
- E. Through this MOU, CDSS authorizes County to access The Work Number solely for the purpose described in this Scope of Work. Counties not entering into this MOU will not have access to The Work Number unless they have a separate independent agreement with TALX.

III. CDSS RESPONSIBILITIES

- A. Pursuant to a third-party beneficiary Agreement between CDSS and TALX, CDSS has, on behalf of participating counties, secured access to The Work Number for use in the CDSS income verification program.
- B. CDSS will not be directly accessing or using The Work Number but shall have the right as the pass-through entity to inspect, review, or otherwise monitor all activities, procedures, records, reports or forms related to the County's access of The Work Number in order to ensure compliance with this MOU.

IV. COUNTY RESPONSIBILITIES

- A. County shall comply with the obligations of the Agreement, including the TALX Universal Membership Agreement (UMA) requirements (Exhibit E, Attachment 2 of CDSS Agreement 15-STD-00907).
- B. County shall maintain any and all information/data provided by The Work Number in strict confidence, and will not reproduce, disclose, or make accessible in whole or in part, in any manner whatsoever, to any third party, unless mandated by law.
- C. County represents and warrants it is administering a government funded benefit or program, has been granted the legal authority to view the information/data by the consumer or by operation of law, and shall only request the information/data in compliance with state and federal laws. County further represents and warrants that it has written authorization from the Consumer to verify income.
- D. County certifies that it will order data from The Work Number only when it intends to use the data in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the data is a consumer report, in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required

by law to consider an applicant's financial responsibility or status, and for no other purpose.

- E. County agrees to only use the data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau ("CFPB") Notice Form attached as Exhibit 1 to the UMA.
- F. To the extent County requests data on a Vermont resident, County certifies that it will comply with applicable provisions under Vermont law. In particular, County certifies that it will order data relating to Vermont residents only after County has received prior Consumer consent in accordance with VFCRA Section 24803 and applicable Vermont Rules. County further certifies that it received the copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 to the UMA.
- G. County certifies it will establish safeguards to ensure only Authorized Users can order or have access to the Work Number. "Authorized User" is defined as a County employee authorized to order or access The Work Number in relation to the performance of their official duties.
- H. County shall take all necessary measures to prevent unauthorized ordering of or access to The Work Number by any person other than the Authorized User for permissible purposes. County agrees to monitor County employees' access of The Work Number to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- I. County shall take all necessary measures to ensure employees do not access consumer-recipient employment or income information for personal reasons or benefit. No County employee shall engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the guidelines set forth under this MOU or his/her duties as a County employee.
- J. County agrees to indemnify, defend, and save harmless CDSS and TALX, and their respective directors, officers, managers, agents, and employees from any and all claims, actions, demands, damages, liabilities, obligations, losses, settlements, judgments, fines, penalties, sanctions, charges, costs and expenses, arising out of, relating to, or in connection with County's use of The Work Number and/or the unauthorized disclosure or dissemination of consumer-recipient information/data by County employees in the performance of this Agreement. County does not assume the risk on behalf of or agree to indemnify any other county.
- K. County acknowledges that neither TALX nor its officers, agents or employees will be liable for loss of profits or for indirect, special, incidental or consequential

- damages arising out of or related to the provision of verifications of employment and/or income, even if that party has been advised of the possibility of such damages. In no event shall damages of any kind payable by TALX exceed the sum paid by CDSS for the service which causes County's claim. This provision shall survive any termination or expiration of this MOU.
- L. County hereby certifies it will employ all necessary measures to maintain data security and confidentiality when sending, transferring, shipping, or otherwise disposing of any consumer report information. In addition to any requirements of this MOU, County agrees to comply with the data security provisions of the Agreement, including the UMA.
 - M. County shall ensure that all County employees comply with California Welfare & Institutions Code section 10850 to protect any confidential information it may receive and possess from The Work Number from unauthorized use, access, or disclosure.
 - N. Unauthorized use, access, or disclosure of confidential information is considered a breach of security. County shall immediately notify CDSS of any and all suspected, attempted, or confirmed breach of security by contacting the CDSS Information Security Officer (ISO), Lloyd Indig at (916) 651-5558.
 - O. The use of The Work Number includes information that is protected by the FCRA and may subject an unauthorized user to possible civil and criminal liability, punishable by fines and imprisonment.
 - P. When County ceases to use the services of TALX furnished pursuant to this MOU, it shall notify CDSS that it is no longer receiving services from TALX. If County is dissatisfied with the services of TALX, it shall provide a letter to CDSS describing its dissatisfaction.
 - Q. Without limitation as to any other applicable rights or remedies, in the event of a breach of security caused by County employee(s), through the use of the information/data provided by TALX, County is responsible for any and all breach notifications to the consumer, along with associated costs.
 - R. County may not assign or delegate any of its rights or duties under this MOU.
 - S. County acknowledges that its access to The Work Number is subject to audit by TALX as described in the Agreement. County agrees to cooperate with CDSS and TALX in responding to any such audit.
 - T. For the purposes of the employment verification program that is the subject of this MOU, County is not required to purchase separate or additional services from TALX. CDSS has no expectation that there will be a separate or continuing arrangement for future services between County and TALX.

V. TERM

The term of this MOU is: _____ through September 30, 2017.

VI. GENERAL PROVISIONS

- A. No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.
- B. Termination without cause: This MOU may be terminated by either party without cause upon 30 days written notice.
- C. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause of this MOU. TALX may immediately suspend and/or terminate County's access to The Work Number if TALX reasonably believes County has violated the FCRA, any of the state law counterparts to the FCRA, or any other applicable law or regulation.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: _____
Name and Title of signing staff

Date: _____

COUNTY OF _____

By: _____
Name and Title of signing staff

Date: _____

The County of Yuba

(084-0316) Appro... - 1 of 10

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Pamela Morasch, Deputy Director
Health & Human Services Department

DATE: March 15, 2016

SUBJECT: Authorize the Chair to Execute the Memorandum of Understanding with Sutter-Yuba Mental Health and any Amendments thereto

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Chair of the Board of Supervisors to enter into and execute the Memorandum of Understanding (MOU) between Yuba County, on behalf of its Health and Human Services Department (YCHHSD), and Sutter-Yuba Mental Health Services (SYMH) for the provision of mental health assessment and treatment services to youth identified and referred by YCHHSD and further, to authorize the Chair to execute any amendments to the MOU, upon approval of county counsel.

BACKGROUND: SYMH provides mental health services to assist children and their families in maintaining relationships conducive with healthy emotional development. The Yuba County Health and Human Services Department, is assigned the responsibility of administering the Child Welfare Services (CWS) program on behalf of the County. Pursuant to the CWS program, the County is required to provide counseling and therapeutic services to qualified children and families.

DISCUSSION: YCHHSD would like to enter into a MOU with SYMH to provide an on-site Mental Health Therapist to provide assessment and treatment services to youth, and parents of the youth, identified and referred by CWS staff.

COMMITTEE: The Human Services Committee was by-passed as this is a request with no General Fund impact.

FISCAL IMPACT: Approval of this MOU will not impact County General Funds. The services provided under this MOU are funded by federal and state dollars through the CWS program.

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

This Memorandum of Understanding (hereafter "MOU") is effective as of March 1, 2016, by and between Yuba County Health and Human Services Department (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health assessment and treatment services to youth identified and referred by YCHHSD.

RECITALS

WHEREAS,

- a. YCHHSD is a Department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Department operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. MENTAL HEALTH is responsible for providing expanded therapy services; and
- d. YCHHSD has the responsibility to refer Child Welfare Services (CWS) youth and/or parent(s) in need of therapy services.

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

1. TERM

Commencement Date: March 1, 2016

Termination Date: June 30, 2018

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

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

2. DESIGNATED REPRESENTATIVES

The Director is the authorized representative of YCHHSD and will administer this Agreement for YCHHSD. Tony Hobson, Ph.D. is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD shall:

- A. Reimburse MENTAL HEALTH for non-covered treatment costs with State or County funds ONLY.
- B. Refer CWS youth 6-17 years of age for Path to Health screenings.
- C. Refer CWS youth and adults for assessment to determine medical necessity.
- D. Refer voluntary cases for therapy.

4. MENTAL HEALTH shall:

- A. Provide a Mental Health Therapist to Yuba County Child Welfare Services (CWS) to administer assessments and treatment services to youth, and parents of the youth, identified and referred by CWS staff. The MENTAL HEALTH Therapist will:
 - A.1 Determine and document whether the client is covered under Medi-Cal and/or private insurance.
 - A.2 Complete Path-to-Health screening for youth utilizing the Strength and Difficulty screening and Child Anxiety Related Emotional Disorders (SCARED) Trauma Screening Tool for youth 6 – 17 years of age.
 - A.3 Administer assessment to determine medical necessity for all children referred by CWS utilizing federal guidance on Medical necessity under Early and Periodic Screening, Diagnosis and Treatment (EPSDT) which states:

The standard of medical necessity used by state must be one that ensures a sufficient level of coverage to not merely treat an already-existing illness or injury but also, to prevent the development or worsening of conditions, illnesses, and disabilities.

- A.4 Provide therapy for CWS children and parents who do not meet medical necessity and provide YCHHSD with progress reports for the court.
- A.5 Refer voluntary cases to MENTAL HEALTH for triage.
- A.6 Refer clients that meet medical necessity to managed care provider, and request a progress report for the court.
- A.7 Provide YCHHSD with a monthly report (see Attachment A), attached hereto and by this reference incorporated herein, of youth and parents referred by CWS for assessment and treatment.
- B. Meet with YCHHSD representatives on a quarterly basis and prior to the submission of the County budget each fiscal year to review service delivery, reporting, invoicing, reimbursements and to discuss the upcoming budget and any potential changes in cost or service level from the prior fiscal year.

5. FISCAL PROVISION

- A. MENTAL HEALTH shall submit an invoice, including supporting documentation, in a format consistent with that as shown in Attachment B – Invoice/Reconciliation Format, no later than the twentieth (20th) day of the month following the provision of services.
- B. If client services are covered under Medi-Cal and/or private insurance, MENTAL HEALTH shall invoice Medi-Cal and/or other payors for services prior to submitting invoices to YCHHSD. MENTAL HEALTH shall reimburse YCHHSD for services that were paid by COUNTY and later paid by Medi-Cal and/or private insurance.
- C. YCHHSD shall pay MENTAL HEALTH a maximum amount not to exceed Twenty Seven Thousand Dollars (\$27,000) for the first four months of this contract in fiscal year 2015/2016 and Eighty Thousand Five Hundred Dollars (\$80,500) per fiscal year during the remainder of this agreement. In no event shall total compensation paid to MENTAL HEALTH exceed One Hundred Eighty Eight Thousand Dollars (\$188,000) during the term of this MOU without an amendment to this MOU approved by both parties.

- D. YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software to MENTAL HEALTH staff stationed at YCHHSD's Human Services Division for the purpose of provision of services under this MOU.
- E. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- F. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. MENTAL HEALTH shall reimburse YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

6. GENERAL PROVISIONS

- A. This MOU may be amended only by the written, mutual consent of both parties.
- B. This MOU may be terminated by either party upon thirty (30) days written notice.
- C. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited ten (10) year period.
- D. MENTAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- E. MENTAL HEALTH must maintain compliance with confidentiality regulations. At no time shall MENTAL HEALTH's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the YCHHSD. MENTAL HEALTH and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. For purposes of this paragraph, identity shall

include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

- F. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- G. MENTAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications.
- H. MENTAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- I. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

7. NOTICES

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

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to MENTAL HEALTH:

With a copy to:

Tony Hobson, Ph.D.
Director for Mental Health
Sutter-Yuba Mental Health Services
P.O. Box 1520
Yuba City, CA 95992-1520

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

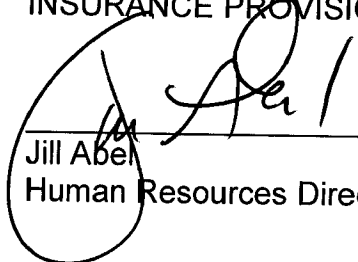
IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____
Chair

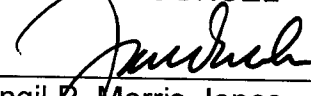
Date: _____

INSURANCE PROVISIONS APPROVED



Jill Abel
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

SUTTER-YUBA MENTAL HEALTH

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

Date: _____

SUTTER COUNTY BOARD OF SUPERVISORS

By: _____
Ron Sullenger, Chairman

Date: _____

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

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

By: _____

ATTACHMENT A

SUTTER-YUBA MENTAL HEALTH MONTHLY STATISTICAL REPORT FOR COUNSELING & THERAPEUTIC SERVICES

REPORTING PERIOD: _____
(Month / Year)

- | | |
|--|--|
| 1. Total unduplicated number of referrals received during Reporting Period. | |
| 2. Total number of assessments completed during Reporting Period. | |
| 3. Total number of individuals who met medical necessity. | |
| 4. Total number referred to Sutter-Yuba Mental Health Services for: | |
| Managed Care | |
| Triage | |
| 5. Total number of reports made the the court. | |
| 6. Total number of counseling hours provided at YCHHSD office | |
| 7. Total number of Path to Health screenings completed during Reporting Period. | |
| 8. Caseload Activity Summary: | |
| A. Total number of active cases at beginning of Reporting Period
(contact of at least once a month) | |
| B. Total number of new cases added during the Reporting Period. | |
| C. Total number of cases closed during the Reporting Period. | |
| D. Total number of active cases at the end of the Reporting Period.
(A + B - C = D) | |

Contact Person

Title

Date

ATTACHMENT B – INVOICE/RECONCILIATION FORMAT**INVOICE/RECONCILIATION**

Contractor	Contact Information
Sutter-Yuba Mental Health Services 1965 Live Oak Blvd., Ste. A PO Box 1520 Yuba City, CA 95991	Donna Thompson Phone: 530.822.7200 Ext. 2293 FAX: 530.822.7270 Email: dthompson@co.sutter.ca.us

Program: CWS**Period:** _____ to _____

Services	Monthly Charge	# of Months	Total
MH Therapist (Employee #) Services	\$ 5,833.33	1	\$ 5,833.33
Administration (15% fee)			\$ 875.00
Other Revenues Received			
Amount Due			\$ 6,708.33

Certification:

I certify that this invoice is in all respects true and correct; that services claimed have been performed, and were performed exclusively in connection with the Agreement; that payment had not been previously received for the amount invoiced herein; that all other revenues received for CWS services are accurately reported, and that the original invoices, payrolls, or other documents are on file.

Authorized Signature_____
Date**Mail original and back-up documentation to:**

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

The County of Yuba



(085-0316) Appro... - 1 of 14


HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Health & Human Services Department

DATE: March 15, 2016

SUBJECT: Board of Supervisors Approval to Increase Funding to Agreements for Services and for the Chair to Execute the Amendments to the Agreements

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Health and Human Services Department (HHS) request to amend current agreements for services as follows:

- Increase Progress House by \$42,500 per fiscal year (total contract \$60,000 per fiscal year) for the provision of residential treatment services for CalWORKs and Child Welfare Services (CWS) clients;
- Increase Pathways by \$25,000 (total contract \$35,000) for the provision of detoxification treatment services for CalWORKs and CWS clients;
- Increase The Salvation Army by \$20,000 (total contract \$40,000) for the provision of residential treatment services;
- Increase Community Recovery Resources (CORR) by \$10,000 (total contract \$27,500) for resident facility services;
- Increase Pannell Counseling Services by \$30,000 for fiscal year 2015/16 (total contract \$65,000) for the provision of therapeutic services for CWS children and families; and
- Increase Sierra Health Care by \$10,500 (total contract \$30,500) for commodities purchases for Multipurpose Senior Services Program (MSSP) clients.

It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba, the attached Amendments after they have been signed by the contractors.

BACKGROUND: Yuba County Purchasing and Contract Policy Manual, Section 6.3(f) Consultant and Professional Services Contracts states, in part, that contract increases greater than "ten percent of the original contract amount or for more than \$10,000.00" require Board of Supervisors approval.

DISCUSSION: HHSD contracted with Pathways, Progress House, CORR, and The Salvation Army to provide residential and/or detoxification treatment services to CalWORKs and CWS clients. HHSD contracted with Pannell Counseling Services to provide therapeutic services to CWS children and families. The budgeted amount for all five contractors was based on prior year referrals and actual use of their respective services. There has been a significant increase in the number of clients required to participate in treatment services. A budget increase is required in order to continue providing needed services to clients.

HHSD also contracted with Sierra Health Care to provide durable medical equipment and supplies, respiratory equipment, and communication devices to MSSP clients. The budgeted amount for the contractor was based on prior year commodity purchases. There has been a marked increase in the number of commodities requested for MSSP clients. A budget increase is required in order to continue purchasing the needed products for the elderly MSSP clients.

COMMITTEE: The Human Services Committee was bypassed due to the urgency of the request.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds. Costs for residential treatment services, counseling services, and MSSP commodities are reimbursed by Federal and State funds. In addition, the increased costs are within the Contracted Services budgeted line item.

**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND COMMUNITY RECOVERY RESOURCES**

This is the first amendment to the Agreement for Professional Services, dated November 11, 2015, for the provision of residential facility services for CalWORKs and Child Welfare Services clients between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Community Recovery Resources ("CONTRACTOR").

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

1. Provision B.2 of Attachment B is hereby amended to read in its entirety as follows:

B.2. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) for Fiscal Year 2015/16. In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) for Fiscal Year 2015/16, without an amendment to this Agreement mutually agreed to by both parties in writing.

COUNTY agrees to negotiate in good faith any reasonable rate increases requested by CONTRACTOR.

All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on November 11, 2015, shall remain in full force and effect.

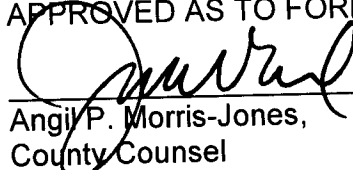
In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

_____, Chair

Authorized Pursuant to Board
Minute # _____ -0316

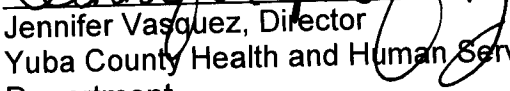
APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

"CONTRACTOR"
COMMUNITY RECOVERY RESOURCES


Warren Daniels,
Chief Executive Officer

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human Services
Department

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**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND PANNELL COUNSELING SERVICES**

This is the first amendment to the agreement, dated October 13, 2015, for the provision of therapeutic services for Child Welfare Services children and families between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Pannell Counseling Services ("CONTRACTOR").

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

1. Provision B.1.1 of Attachment B is hereby amended to read in its entirety as follows:

B.1.1. COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by COUNTY. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Five Thousand Dollars (\$65,000.00) for Fiscal Year 2015/16, and Thirty-Five Thousand Dollars (\$35,000.00) per year for Fiscal Year 2016/2017 and 2017/2018 without an amendment to this Agreement mutually agreed to by both parties in writing.


All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on October 13, 2015, shall remain in full force and effect.

In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

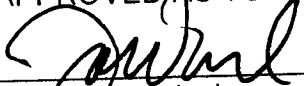
"CONTRACTOR"
PANNELL COUNSELING SERVICES

_____, Chair

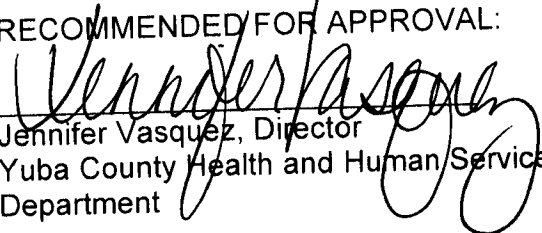

James Pannell, Jr., LMFT
Pannell Counseling Services

Authorized Pursuant to Board
Minute # _____ -0316

APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human Services
Department

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**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND PATHWAYS**

This is the first amendment to the Agreement for Professional Services, dated May 18, 2015, for the provision of detoxification treatment services for CalWORKs and Child Welfare Services clients between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Pathways ("CONTRACTOR").

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

1. Provision B.2 of Attachment B is hereby amended to read in its entirety as follows:

B.2. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Thirty-Five Thousand Dollars (\$35,000.00) per fiscal year. In no event shall total compensation paid to CONTRACTOR under Provision B.1, Fees for Services, exceed Thirty-Five Thousand Dollars (\$35,000.00) per fiscal year without an amendment to this Agreement mutually agreed to by both parties in writing.

All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on May 18, 2015, shall remain in full force and effect.

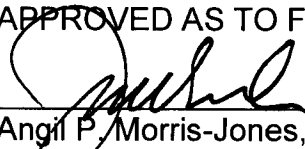
In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

_____, Chair

Authorized Pursuant to Board
Minute # _____ -0316

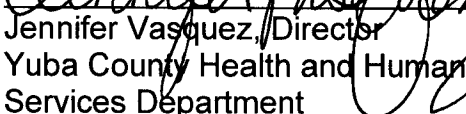
APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

"CONTRACTOR"
PATHWAYS


Edward Anderson,
Executive Director

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

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**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND PROGRESS HOUSE**

This is the first amendment to the agreement, dated October 16, 2015, for the provision of residential treatment facility services for CalWORKs and Child Welfare Services clients between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Progress House ("CONTRACTOR").

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

1. Provision B.2 of Attachment B is hereby amended to read in its entirety as follows:

B.2. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty Thousand Dollars (\$60,000.00) for Fiscal Year 2015/16. In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Sixty Thousand Dollars (\$60,000.00) for Fiscal Year 2015/16, without an amendment to this Agreement mutually agreed to by both parties in writing.

COUNTY agrees to negotiate in good faith any reasonable rate increases requested by CONTRACTOR.

All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on October 16, 2015, shall remain in full force and effect.

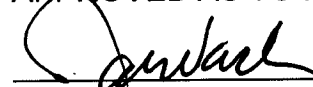
In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

_____, Chair

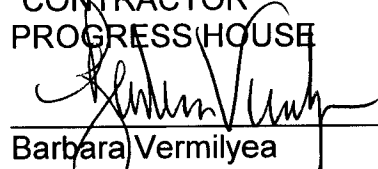
Authorized Pursuant to Board
Minute # _____

APPROVED AS TO FORM:



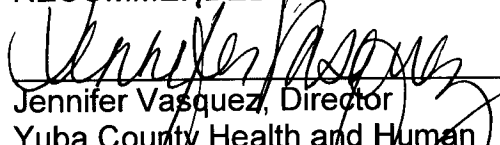
Angil P. Morris-Jones,
County Counsel

"CONTRACTOR"
PROGRESS HOUSE



Barbara Vermilyea
Executive Director

RECOMMENDED FOR APPROVAL:



Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

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**FIRST AMENDMENT TO THE PURCHASE OF COMMODITIES
BETWEEN THE COUNTY OF YUBA
AND SIERRA HEALTH CARE**

This is the first amendment to the agreement, dated September 19, 2015, between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Sierra Health Care ("CONTRACTOR") for the provision of healthcare products and durable medical equipment to clients eligible for the Multipurpose Senior Services Program, hereinafter referred to as "MSSP," as required by the California Department of Aging.

Pursuant to Operative Provision 5.12, "Revisions, Waivers, or Modifications," of the agreement, the following changes are hereby made:

1. Provision 4.1, Maximum Amount Payable under Provision 4. Fiscal Provisions is hereby amended to read in its entirety as follows:

4.1 MAXIMUM AMOUNT PAYABLE. COUNTY shall pay CONTRACTOR an amount not to exceed Thirty Thousand Five Hundred Dollars (\$30,500.00) for the purchase of healthcare products and durable medical equipment. In no event shall total compensation paid to CONTRACTOR for purchases made under this Provision 4.1 exceed Thirty Thousand Five Hundred Dollars (\$30,500.00) without a formal written amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

All remaining provisions of the Agreement for Purchase of Commodities between the COUNTY and CONTRACTOR entered into on September 19, 2015, shall remain in full force and effect.

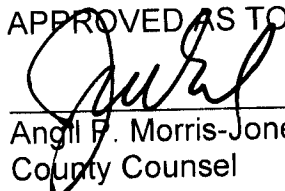
In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

_____, Chair

Authorized Pursuant to Board
Minute # _____

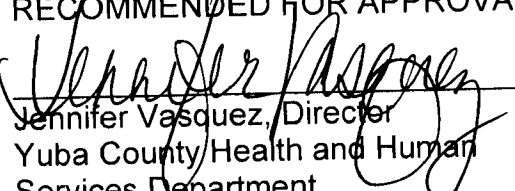
APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

"CONTRACTOR"
SIERRA HEALTH CARE


Gino Patrizio
Chief Executive Officer

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

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**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND THE SALVATION ARMY**

This is the first amendment to the Agreement for Professional Services, dated June 23, 2015, between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and The Salvation Army ("CONTRACTOR") for the provision of residential substance use treatment services for CalWORKs.

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

Provision B.2 of Attachment B is revised as follows:

B.2 MAXIMUM PAYMENT. COUNTY shall pay CONTRACTOR the costs of services rendered in accordance with the fees for services specified in Provision B.1 Fees for Services in a maximum amount not to exceed Forty Thousand Dollars (\$40,000.00) for the term of this agreement

In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Forty Thousand Dollars (\$40,000.00) for the term of this agreement without a formal written amendment to this Agreement approved by both parties.

All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on June 23, 2015, shall remain in full force and effect.

In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

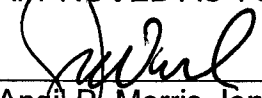
"CONTRACTOR"
THE SALVATION ARMY

_____, Chair

Ivan Wild, Major

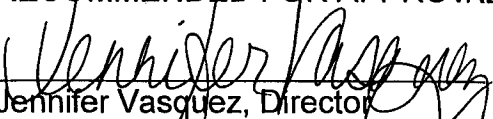
Authorized Pursuant to Board
Minute # _____ -0316

APPROVED AS TO FORM:



Angil P. Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:



Jennifer Vasquez, Director
Yuba County Health and Human Services
Department

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



086-0316

(086-0316) Appro... - 1 of 4

915 8 STREET, STE. 113
MARYSVILLE, CA 95901

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

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: March 15, 2016
SUBJECT: Revision of the Extra Help and Reserve Sick Leave Policy

RECOMMENDATION

Request the Board of Supervisors to approve the revised Extra Help and Reserve Paid Sick Leave Policy in accordance with SB 579, Protected Sick Leave.

DISCUSSION

On June 23, 2015, the Board approved the Extra Help and Reserve Paid Sick Leave Policy in accordance with AB 1522, Healthy Workplaces, Healthy Families Act of 2014. Effective January 1, 2016, SB 579 expands sections of the California labor code's sick leave protections, modifying what is formerly known as the "Kin Care Law". The modifications are intended to align the existing "Kin Care Law" with AB 1522, which includes expanded definitions and requirements.

SB 579 requires employers to allow protected sick leave in each "calendar year". It makes sense from an administrative standpoint to mirror the calendar year use of accrued sick leave in our Extra Help and Reserve Sick Leave Policy. Without this change, the tracking of available time for each individual employee becomes extremely labor intensive for multiple departments.


We recommend the Board approve the change from "year of employment" to "calendar year" to allow consistency with the law and with administration of the Extra Help and Reserve Paid Sick Leave Policy.

COMMITTEE

This item has bypassed committee due to the time sensitivity of implementing these changes in accordance with the new law that went into effect on January 1, 2016.

FISCAL IMPACT

none

	<p align="center">COUNTY OF YUBA POLICY MANUAL</p>	<p>POLICY NO.: HRO (086-0316) Appro... - 2 of 4</p> <p>REVISION DATE: MARCH 3, 2016</p> <p>ORIGINATION DATE: JULY 1, 2015</p>
<p>Title:</p> <p>Extra Help and Reserve Paid Sick Leave Policy</p>		<p>Revision Approved By:</p> <p>Originally Approved By: Board of Supervisors on 06/23/15</p>

Purpose:

The purpose of this Policy is to provide paid sick leave benefits for extra help and reserve employees, in accordance with AB 1522, the Healthy Workplaces, Healthy Families Act of 2014, applicable state laws.

Policy:

It is a policy of the Board of Supervisors that sick leave pay shall be accrued by extra help and reserve employees and may be used as herein provided.

Definitions for purposes of this Policy:

Employee means employees hired into positions classified as extra help or hired as a reserve deputy within the Sheriff's Department.

Family Member means any of the following: A child, regardless of age or dependency status, biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling.

Sick leave means the necessary absence from duty of an employee because of:

- 1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
- 2) Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

Year of Employment means the employee's work anniversary date based on the most recent hire date.

90th day of employment means a 90 day waiting period of employment beginning the date of hire or July 1, 2015.

Exemptions/Exclusions

This Policy does not apply to regular, full-time, part-time, limited term, contract employees, interns, providers of in-home support services, elected officials, or retired annuitants.

TITLE:**Extra Help and Reserve Paid Sick Leave Policy****POLICY NO.: HROS 4****(086-0316) Appro... - 3 of 4****Entitlement:**

- a) Employees are not entitled to the paid sick leave benefit until after they have worked for the County of Yuba for thirty (30) or more days within a year from the commencement of employment.
- b) Employees shall accrue one (1) hour of sick leave for every thirty (30) hours actually worked.
- c) Sick leave privileges shall be accrued to a maximum of forty-eight (48) hours or six (6) days, whichever is a greater benefit.
- d) Accrued and unused sick leave will carry over to the following year of employment, and will cap at the maximum accrual amount.

Use of Sick Leave:

- a) Sick leave accruals are available for use beginning on the 90th day of employment and thereafter as they are accrued.
- b) Employees are limited to using twenty-four (24) hours or three (3) days of accrued sick leave in ~~each year of employment~~ calendar year.
- c) An employee must make an oral or written request to use accrued sick leave as soon as foreseeable, providing reasonable advanced notification and in certain circumstances as soon as practicable.
- d) It is the employee's responsibility to report their absence and absence reason to their immediate supervisor or manager before the beginning of their work shift or within the first hour of work, based on the specific department policy.
- e) In cases where shift coverage must be maintained the employee shall notify the immediate supervisor or manager of the absence as soon as possible to allow ample time for the supervisor to arrange staffing changes.
- f) Employees are encouraged to schedule medical appointments during non-working hours.
- g) In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one-quarter (1/4) hour.
- h) For employees covered under the State Disability Insurance (SDI) program sick leave shall be used to supplement SDI payments. In no instance, however, shall the combination of SDI, sick leave, or other County benefit payments exceed one hundred (100) percent of the employee's pay calculated on an hourly, weekly, bi-weekly, or monthly basis.
- i) Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the SDI program.
- j) Paid sick leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; in matters directly related to the illness of a family member or in transit to or from one of the above. Any deviation from these uses of paid sick leave time must be authorized by the department head or designated representative.
- k) Employees who are injured or too ill to do their regular work assignment, but are not sufficiently ill or injured to be confined to home or a hospital, are required to check with their department head, department manager, or supervisor regarding the availability of modified duty.
- l) Depending upon the type of absence, the appointing authority may require the employee to submit substantiating evidence including, but not limited to a physician's certificate as allowed under Federal and State law. The request for substantiating evidence must be made when the employee informs the department of his/her absence or prior to the employee's return to work.

Employee Responsibility:

Employees are responsible for notifying their immediate supervisor or manager of work restrictions or limitations that require accommodation. Supporting medical documentation indicating the employee's ability to safely and capably perform the essential functions of the position with or without accommodation(s) may be required on or before the employee's return to work date.

Employees are responsible for proper use of sick leave benefits. Fraudulent claims for sick leave will not be paid and disciplinary action, up to and including termination from County employment, as appropriate, may be taken against the employee.

Records:

Hours worked, sick leave accruals and balances shall be maintained by the Auditor through payroll records for at least three (3) years. The Auditor will provide each employee written notice on the employee's itemized wage statement that sets forth the amount of paid sick leave available.

Sick Leave Upon Re-employment:

If an employee separates from the County and is re-employed within one year from the date of separation, previously accrued and unused sick days shall be reinstated. In addition, any time that was previously served towards the ninety (90) day waiting period will apply, if re-employed within one year from the date of separation.

Payout of Sick Leave Upon Separation from Employment:

The County will not provide compensation for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment.

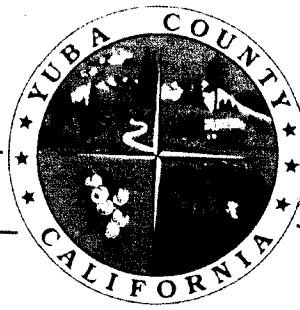
Reference:

AB 1522, Health Workplaces, Healthy Families Act of 2014,
California Labor Code Sections 245-249,
SB 579,
California Labor Code Sections 230.8 and 233

The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

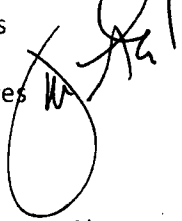


087-0316

(087-0316) Appoi... - 1 of 2

MARYSVILLE, CA 95901

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

To: The Board of Supervisors
From: Jill Abel, Human Resources 
Date: March 15, 2016
Subject: CSAC-EIA Board of Directors – Alternate

RECOMMENDATION: Appoint Karen Fassler, Assistant Human Resources Director, as the CSAC-EIA Alternate Board Member for the County of Yuba.

DISCUSSION: CSAC-EIA, the County's insurance provider, is a member driven organization. The EIA requires that the County Board of Supervisors appoint and/or reaffirm the board members from Yuba County in order to maintain their files for voting purposes. Yuba County is required to have an alternate board member and, traditionally, this role has been filled by the Assistant or Deputy Human Resources Director.

COMMITTEE ACTION: None – Administrative only.

FISCAL IMPACT: None – Administrative only.

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



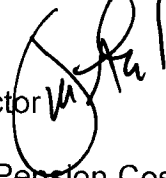
088-0316

(088-0316) Appr... - 1 of 8

915 8 STREET, STE 113
MARYSVILLE, CA 95901

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

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director 

RE: Sharing of Employers' CalPERS Pension Costs between the County and DDAA, YCEA and Non-Represented employees

DATE: March 15, 2016

RECOMMENDATION

Approve the attached Agreements between the County of Yuba and the Yuba County Employees' Association (YCEA), the Deputy District Attorneys Association (DDAA) and Non-Represented employees and authorize the Chair to sign.

BACKGROUND

The current negotiated contracts with YCEA and DDAA include employees paying a portion of the employer's share of pension cost in the 2016/2017 fiscal year. In addition, in October 2014, the Board adopted policy indicating Non-Represented employees would begin paying a portion of the employer's share of pension cost each fiscal year.

The negotiated contract with YCEA and the Policy for Non-Represented employees included an estimated CalPERS rate. The actual percentage rate increase is required in order to amend the County's contract with CalPERS. The actual rates are generally received from CalPERS in February of each year.

DISCUSSION

The County received the CalPERS rates for the 2016/2017 fiscal year and the attached Agreements clarify the cost sharing percentage increase for all YCEA, DDAA and Non-Represented employees for the 2016/2017 fiscal year.

These agreements are required to begin the CalPERS contract amendment process to execute the negotiated cost share increase.

FISCAL IMPACT

This item is administrative only and has no fiscal impact.

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SIDE LETTER OF AGREEMENT
Between the
DEPUTY DISTRICT ATTORNEY ASSOCIATION
and the
COUNTY OF YUBA

The County of Yuba (County) and the Deputy District Attorney Association (DDAA) have negotiated a contract which includes employees paying a portion of the employer's share of pension cost beginning in the 2016/17 Fiscal Year.

Effective July 1, 2016, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- PERS MISC Classic Members agree to pay an additional 1% toward the Employer Contribution.

This Agreement is dated this _____ of March 2016.

APPROVED:

Roger Abe, Chair
Board of Supervisors

Michael Byrne,
DDAA President

Jill Abel
Human Resources Director
County of Yuba Representative

Bob Jarvis,
DDAA Representative

APPROVED AS TO FORM:

Angil Morris-Jones
County Counsel

By: _____

Angil P. Morris-Jones

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SIDE LETTER OF AGREEMENT
Between the
YUBA COUNTY EMPLOYEE'S ASSOCIATION
and the
COUNTY OF YUBA

The County of Yuba (County) and the Yuba County Employee's Association, Local #1 (YCEA) have negotiated a contract which includes employees paying a portion of the employer's share of pension cost beginning in the 2015/16 Fiscal Year. This side letter of agreement is to clarify the YCEA Master Labor Agreement Article 17 Section 17.02 in regards to fiscal year 16/17.

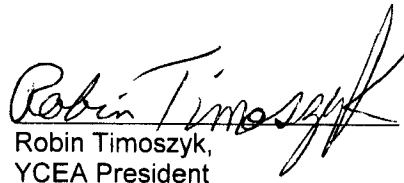
Effective July 1, 2016, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

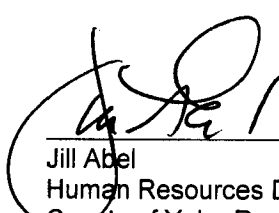
- YCEA MISC Classic Members agree to pay an additional **.37%** toward the Employer Contribution.
- YCEA MISC New Members agree to pay an additional **.37%** toward the Employer Contribution.

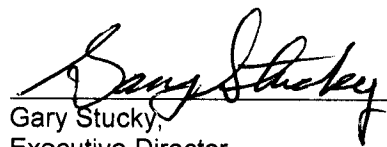
This Agreement is dated this _____ of March 2016.

APPROVED:

Roger Abe, Chair
Board of Supervisors


Robin Timoszyk,
YCEA President


Jill Abel
Human Resources Director
County of Yuba Representative


Gary Stucky,
Executive Director
YCEA, Local #1 Representative

APPROVED AS TO FORM:

Angil Morris-Jones
County Counsel

By: 

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AGREEMENT
Between the
NON-REPRESENTED MANAGEMENT GROUP, ELECTED OFFICIALS GROUP, CONFIDENTIAL
GROUP AND NON-REPRESENTED EMPLOYEES
and the
COUNTY OF YUBA

The County of Yuba (County) and the Yuba County Non-Represented Employees identified as Management, Elected, Confidential and Extra Help Employees have agreed to a policy adopted by the Board of Supervisors on October 28, 2014. The policy states Non-Represented employees will pay a portion of the employer's share of pension cost beginning in the 2015/16 Fiscal Year.

Effective July 1, 2016, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- Non-Represented Management Group, Confidential Group, Elected Officials Group and Non-Represented Employees MISC Classic Members agree to pay an additional **.37%** toward the Employer Contribution.
- Non-Represented Management Group, Confidential Group, Elected Officials Group and Non-Represented Employees MISC New Members agree to pay an additional **.37%** toward the Employer Contribution.

This Agreement is dated this _____ of March 2016.

APPROVED:

Roger Abe, Chair
Board of Supervisors

APPROVED AS TO FORM:

Angil Morris-Jones
County Counsel

By: 

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR



089-0316

(089-0316) Adopt... - 1 of 4

MARYSVILLE, CA 95901

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

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
Robert Bendorf, County Administrator
DATE: March 15, 2016
SUBJECT: Amend the County's Basic Salary Schedule & Department Allocation Schedule

RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Agriculture Commissioner and Weights and Measures Department.

BACKGROUND

After eight years with the County, the current Ag Commissioner Director of Weights & Measures has resigned and the County must search for a replacement. Current Ag Department staff do not possess the statutory licenses to compete for the position. Based on data from the California Department of Food and Agriculture there are about 100 individuals that possess the required Agriculture Commissioner and Sealer of Weights & Measures licenses. Of those 100 individuals, many are already employed in the other 57 California counties.

The last time the County recruited for an Ag Commissioner Director of Weights & Measures the 30-year longevity/merit index table applied. Following pension reform the County negotiated a 7-year merit index table for all new employees hired after 7/1/2013.

An equity study done in 2013, determined the base salary for the Ag Commissioner Director of Weights and Measures was 15% under market when compared to the surrounding four counties; Butte, Nevada, Sutter and Yolo. For that reason, the position received a 3% equity adjustment July 1, 2015.

DISCUSSION

Since there are no internal candidates and limited external candidates, Human Resources reviewed the current external labor market data, internal compensation structure, and post pension reform recruitments for executive management positions. Human Resources' review provided the following information:

- The County's current salary when compared to the incumbent's actual salary in Yolo and Sutter counties is 16% below market.
- The industry standard title for this position is Agricultural Commissioner Sealer of Weights & Measures, which is in accordance with the titles given in Food and Agricultural Code Section 2121 et seq and Business and Professions Code Section 12200 et seq.
- Internally, the Ag Commissioner Director of Weights & Measures is one of the lowest paid department heads in the County and is not properly grouped with other department head positions similar in scope.
- Since 2013, the County has externally recruited for two executive management positions, Chief Information Officer (CIO) and Director of Health & Human Services (DHHS). An external compensation study was done prior to the each recruitment.

Based on the aforementioned factors, Human Resources and the County Administrator recommend changing the title of this position to Agricultural Commissioner Sealer of Weights and Measures and adjusting the monthly base pay to \$8,704.

COMMITTEE

This item has bypassed committee due to limited Board of Supervisors meetings and due to the time sensitivity and statutory mandates of getting this position in place.

FISCAL IMPACT

The estimated fiscal impact for the current year is approximately \$3,500.

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

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

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective March 21, 2016 as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Ag / Weights and Measures	Agricultural Commissioner Sealer of Weights and Measures	1

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Ag/ Weights and Measures	Agricultural Commissioner / Director of Weights and Measures	1

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

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

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

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

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective March 21, 2016.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
AGSE	Agricultural Commissioner Sealer of Weights and Measures	8	8,704	50.23	E	9410

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
AGDR	Ag Commissioner/Director of Weights and Measures	8	7,510	43.33	E	9410

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

AYES:

NOES:


ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

THE COUNTY OF YUBA
BOARD OF SUPERVISORS



— PROCLAMATION —

MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the National March for Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Nutrition Programs – both congregate and home-delivered – and raise awareness about the escalating problem of senior hunger in America;

WHEREAS, the 2016 observance of the March for Meals campaign provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Older Americans Act Nutrition Programs – both congregate and home-delivered – in California have served our communities admirably for more than 40 years; and

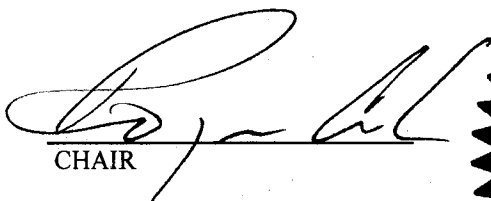
WHEREAS, drivers for Meals on Wheels programs in California are the backbone of the program and they not only deliver nutritious meals to homebound seniors and individuals with disabilities, but also caring concern and attention to their welfare; and

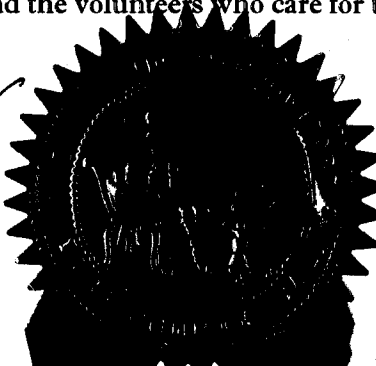
WHEREAS, Meals on Wheels programs in California provide nutritious meals to seniors throughout the State and help them maintain their health and independence and avoid unnecessary hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs in California provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and

WHEREAS, Meals on Wheels programs in California deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation; and

NOW, THEREFORE, the Yuba County Board of Supervisors do hereby proclaim March 2016 as March for Meals Month and urge citizens to take time to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them.


CHAIR




CLERK OF THE BOARD

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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: Appointment of Agricultural Commissioner / Sealer of Weights and Measures
DATE: March 15, 2016

RECOMMENDATION

It is recommended the Board of Supervisors:

1. Effective March 21, 2016 appoint Stephen Scheer as the Agricultural Commissioner / Sealer of Weights and Measures for a term of four (4) years per Sections 2121 and 2122 of the Food and Agriculture Code, and;
2. Upon employment, Mr. Scheer is appointed at Step 2, 1.05 of the Yuba County Salary Schedule; and
3. Approve the attached employment agreement and authorize the Chair to sign.

BACKGROUND

Yuba County recently conducted interviews for the vacant position of Agricultural Commissioner / Sealer of Weights and Measures. Several applicants were interviewed by a panel that included a representative from the Yuba-Sutter Farm Bureau. The position is a department head that oversees the day to management of the Agricultural / Weights and Measures department. There are critical services provided by the department including, but not limited to, working with representatives and stakeholders of our agricultural community, enforcing laws specific to agriculture and weights and measures and overseeing operations related to invasive pests, pesticide use and product export.

DISCUSSION

Mr. Scheer has served as the Deputy Agricultural Commissioner in Sutter County for the past twelve years and prior to that was employed as a Agricultural Biologist in Butte County for approximately ten years. Mr. Scheer brings a wealth of experience and understanding of agriculture operations in the Yuba-Sutter area as well as administrative experience. Mr. Scheer has worked with the current Agricultural Commissioner in Sutter County and also worked closely with Yuba

County's previous Commissioner, Louie Mendoza.

Mr. Scheer possesses all qualifying certificates to be the Agricultural Commissioner / Sealer of Weights and Measures. He also possesses a Bachelor's Degree in Biological Science from Chico State University, with a minor in Chemistry.

It is recommended that Mr. Scheer be appointed at Step Two (2) of the Yuba County Salary Schedule (\$109,880).

FISCAL IMPACT

The Agricultural Commissioner / Sealer of Weights and Measures' compensation is budgeted for FY 2015-2016.

EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA AND STEPHEN SCHEER

RECITALS

This Agreement is entered into by and between County of Yuba (County) and Stephen Scheer (Employee) and is dated for convenience this 15th day of March, 2016.

A. County desires to employ Employee as its Agricultural Commissioner/ Sealer of Weights and Measures, and Employee desires to serve as the Agricultural Commissioner/Sealer of Weights and Measures beginning March 21, 2015.

B. The County Board of Supervisors (Board), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as Yuba County Agricultural Commissioner/Sealer of Weights and Measures.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as the Agricultural Commissioner/Sealer of Weights and Measures of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted,

and to perform other legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be for four (4) years beginning the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and, further, agrees that he will not take any position, paid or otherwise, which may, in any degree, conflict or appear to conflict with the duties inherent in the position of the Agricultural Commissioner/Sealer of Weights and Measures of County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give County no less than ninety (90) days advance written notice of the effective date of his resignation.

(b) County may terminate Employee at any time upon providing Employee ninety (90) days written notice, whereas Employee will continue to receive salary and benefits as identified in this agreement but not to exceed the term of the four year appointment. The parties hereto recognize and affirm:

1. Employee is an "at-will" Employee whose employment may be terminated by County without cause;
2. There is no express or implied promise made to Employee for any form of continued employment as Agricultural Commissioner/Sealer of Weights and Measures; and,
3. This Agreement is the sole and exclusive basis for an employment relationship between Employee and County.

(c) A decision to recommend termination of Employee may be made by the County Administrator to the Board of Supervisors consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign his office instead of being subject to termination if an action by the County Administrator to recommend termination has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County Administrator.

(e) In the event the County Administrator recommends termination of Employee for cause, Employee shall have the right to a hearing as provided by State law.

5. SALARY

Commencing with the date of appointment set forth above, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Agricultural Commissioner/Sealer of Weights and Measures. Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees.

6. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to County management employees, commensurate with his appointment as Department Head, and as they may be amended from time to time. All actions taken by the County relating to benefits for management employees shall be actions granting the same benefits to Employee.

7. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon

such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

8. VACATION AND SICK LEAVE

Consistent with Yuba County rules and ordinances and upon commencement of employment, Employee shall receive vacation and sick leave. In addition, Employee shall receive upon the effective date of employment with the County, a beginning balance of fifty (50) hours of Vacation leave.

9. PERFORMANCE EVALUATION

The Board of Supervisors, in coordination with the County Administrator, shall evaluate Employee's performance at least annually. In addition, in connection with and at the time of such evaluation the Board of Supervisors, County Administrator and Employee will set goals and objectives for the ensuing year.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

11. NOTICES

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: County Administrator
915 Eighth Street, Suite 115
Marysville, CA 95901

TO EMPLOYEE: Stephen Scheer
915 Eighth Street, Suite 127
Marysville, CA 95901

12. ENTIRE AGREEMENT

This Agreement is the final expression of, and constitutes, the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

13. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

14. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

EMPLOYEE

COUNTY OF YUBA



Stephen Scheer, Employee

by:

Chair, Board of Supervisors

APPROVED AS TO FORM
Angil Morris-Jones, COUNTY COUNSEL

by



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MAR 04 2016

Clerk/Board of Supervisors



CITY OF MARYSVILLE

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

March 4, 2016

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

Dear Board of Supervisors:

As you know, for many years the City of Marysville has consolidated its elections with those conducted by the County Clerk.

On Tuesday, March 1, 2016, the Marysville City Council adopted Resolution No. 2016-06, which requests consolidation with the Primary Election to be held on June 7, 2016, by the County of Yuba and establishes the manner of holding said election and asks for the placement of a measure on the ballot to impose a one percent Transactions and Use Tax. A certified copy of Resolution No. 2016-06 is enclosed.

We have always found the staff in the Clerk's Office very helpful during this process, and would appreciate your approval, which would allow us to consolidate with the County for the upcoming election. Thank you for your consideration and assistance.

Sincerely,

Billie J. Fangman
City Clerk

Enclosure: Resolution 2016-06
cc: Terry Hansen, County Clerk
Donna Stottlemeyer, Clerk of the Board

RESOLUTION NO. 2016-06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARYSVILLE,
CALIFORNIA, SUBMITTING TO THE ELECTORATE A BALLOT MEASURE
AT A JUNE 7, 2016 SPECIAL ELECTION TO IMPOSE A TRANSACTIONS AND USE
TAX (SALES TAX) TO BE ADMINISTERED BY
THE STATE BOARD OF EQUALIZATION, KNOWN AS MEASURE " __ "; AND
CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE
HELD ON JUNE 7, 2016, AND REQUESTING CONSOLIDATION WITH THE
PRIMARY (STATEWIDE) ELECTION AND ESTABLISHING THE MANNER OF
HOLDING SAID ELECTION**

At a regular meeting of the City Council of the City of Marysville, California, held on the 1st day of March, 2016.

WHEREAS, when a City seeks voter approval for a sales tax, article XIIC, section 2(b) of the California Constitution requires the election to be consolidated with the general municipal election for City councilmembers, except in cases in which a City Council has unanimously declared that there is a fiscal emergency; and

WHEREAS, the next general municipal election is not scheduled until November 2016. If the City waited until November 2016, the City will have to make drastic cuts to essential services. An election earlier than November 2016 is therefore required; and

WHEREAS, the City has seen dramatic decreases in revenue because of a declining economy and continued takeaways by the State; and

WHEREAS, the State budget cuts have presented significant fiscal challenges to our City; and

WHEREAS, the City has slashed its budget by cutting service levels, employee positions, reforming employee pensions, purchasing essentials with grant funding, conserving energy to keep costs down, and participating in purchase pools with other cities to lower expenses; and

WHEREAS, the City has had to freeze positions in all City departments, including a dramatic reduction in public safety. This reduction in public safety personnel has increased our response times in both the police and fire departments. Increased response times to 911 calls potentially place our community at risk in emergency situations where every second counts; and

WHEREAS, the City has projected a significant General Fund operating deficit over the next several years should the current economic and fiscal trends continue; and

WHEREAS, while the City has already made steep budget cuts to all departments to address its deficit, including significantly reducing the total number of City employees, the City still faces more cuts to essential services, street paving, pothole and sidewalk repairs, park and lake maintenance; and

WHEREAS, the City Council held a noticed public hearing on February 2, 2016, to consider calling a special election to seek voter approval of a proposed general Transactions (sales) and Use Tax as authorized by Revenue and Taxation Code section 7285.9; and

WHEREAS, at the conclusion of that hearing, the City Council concluded that all of the information presented indicated that the Council should call an election as soon as possible to ask the voters of the City to approve the sales tax ordinance, the revenue from which could be used to support general municipal services; and

WHEREAS, by adoption of this Resolution, and in due consideration of all of the foregoing reasons, the City Council believes that a fiscal emergency does now exist, requiring an election before November 2016; and

WHEREAS, a unanimous vote of the City Council is required for adoption of this resolution calling for an election and adoption of the ordinance in order to place the measures on the June 7, 2016 primary ballot.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marysville, California as follows:

SECTION 1

Resolution No. 2016-04 adopted by the City Council of the City of Marysville on February 16, 2016, is hereby repealed and superseded.

SECTION 2

The foregoing recitals are true and correct. In due consideration thereof, it is hereby declared that a fiscal emergency exists in accordance with article XIII C, section 2(b) of the California Constitution and, therefore, an election prior to November 2016 is permitted.

SECTION 3

There is hereby presented to the qualified electors of the City of Marysville at the Primary (Statewide) Election, to be held on June 7, 2016, a ballot measure to impose a Transactions and Use Tax to be administered by the State Board of Equalization. Such Measure shall be known as Measure “___.”

SECTION 4

The language of the ballot measure is attached hereto as Exhibit 1 and incorporated herein by this reference as if fully set forth herein.

SECTION 5

A Special Municipal Election is hereby called and ordered to be held in the City of Marysville on June 7, 2016, for the purpose of placing a measure on the ballot to impose a 1% Transactions and Use Tax.

SECTION 6

In accordance with the provisions of Sections 10400 and 10403 of the Elections Code, the City Council of the City of Marysville does hereby request that the Board of Supervisors of the County of Yuba, California, consolidate the Special Municipal Election called pursuant to Section 3 of this Resolution with the Primary (Statewide) Election to be held on June 7, 2016

SECTION 7

The Special Municipal Election hereby called shall be held in the manner provided for the Primary (Statewide) Election with which said Special Municipal Election is consolidated, and within the territory affected by the consolidations, the precincts, polling places, hours of election, and voting booths shall, in every case, be the same, and there shall be only one set of election officers in each of the precincts. Such precincts, polling places, hours of election, and precinct board members for the Primary (Statewide) Election shall be the same as those provided for the Special Municipal Election within the territory affected by the consolidation.

SECTION 8

Pursuant to provisions of Section 10002 of the Elections Code, the City Council of the City of Marysville hereby requests that the Board of Supervisors of the County of Yuba, California, permit the Yuba County Clerk to render to the City of Marysville such services as the City Clerk may request relating to the above-mentioned election including publication of all required election notices. The City Clerk is hereby authorized and directed to reimburse the County in full for the cost of any services performed by the Yuba County Clerk pursuant hereto upon presentation of an invoice to the City Clerk.

SECTION 9

Pursuant to the provisions of Section 10411 of the Elections Code, the Yuba County Board of Supervisors shall be and is authorized and directed to canvass the results of the Special Municipal Election hereby called.

SECTION 10

Pursuant to Elections Code sections 15372-15374 the County Clerk shall prepare a Certified Statement of Results within 30 days after the election and forward said certified statement to the City Clerk.

SECTION 11

The language of the proposed Transactions and Use Tax (Ordinance No. 1382) is attached hereto as Exhibit 2 and incorporated herein as if fully set forth herein, and shall be published in the voter guide as the full text of the measure.

SECTION 12

The City Manager and the City Clerk are hereby authorized and directed to take such further actions and execute such documents as are necessary to cause the Special Municipal Election to be conducted on behalf of the City of Marysville.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced and adopted by the Council of the City of Marysville, California, on the 1st day of March, 2016, by the following vote:

AYES: Bill Simmons, Dale Whitmore, Jim Kitchen, Christopher Pedigo,
and Ricky Samayoa

NOES: None

ABSENT: None

ABSTAIN: None

By: Billie J. Fangman
Billie J. Fangman, City Clerk

CITY OF MARYSVILLE, CALIFORNIA
BY ITS CITY COUNCIL

Ricky A. Samayoa
Ricky A. Samayoa, Mayor

The foregoing instrument is a correct copy of
the original on file in this office.

ATTEST: Billie J. Fangman
City Clerk of the City of Marysville, California

DEPUTY CLERK

Ballot Language

MEASURE

Shall the City of Marysville enact a 1% sales tax (Transactions and Use Tax) for general municipal purposes, such as fire safety, police protection and emergency response services, traffic safety, streets and sidewalks repair, park improvements and maintenance, reducing debt and rebuilding financial reserves, with the following restrictions? This tax shall expire after ten years, on October 31, 2026. Annually, the City shall publish a report of how much tax revenue was received and how that money was used.

YES _____

NO _____

ORDINANCE NO. 1382**AN ORDINANCE OF THE CITY OF MARYSVILLE
IMPOSING A TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**

The City Council of the City of Marysville, State of California, does ordain as follows:

SECTION 1.

A new Chapter 3.05 entitled "Transactions and Use Tax" of Title 3 entitled "Revenue and Finance" of the Marysville Municipal Code is hereby added as follows:

3.05.010. **TITLE.** This ordinance shall be known as the City of Marysville Transactions and Use Tax Ordinance. The City of Marysville hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.05.020. **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.05.030. **PURPOSE.** This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.05.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.05.050 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.05.060 PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.05.070 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1.0%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.05.080 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.05.090 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a). Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(b). Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.05.100 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.05.110 EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any City, City and County, or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or

by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a). With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b). With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any

period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.05.120 AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.05.130 ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION 2.

3.05.140 SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3.

3.05.150 EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City Transactions and Use Taxes and shall take effect immediately.

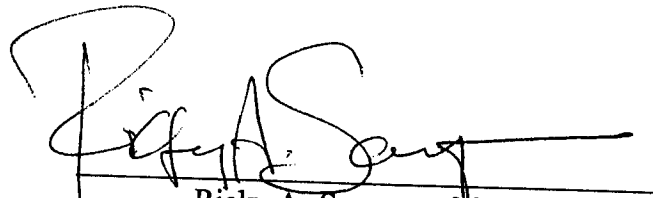
The foregoing ordinance was introduced before the City Council of the City of Marysville, County of Yuba, at the meeting of the City Council of said City, held on the Second day of February, 2016, and finally adopted at the regular meeting of said Council held on the Sixteenth day of February, 2016, by the following vote:

AYES: Bill Simmons, Dale Whitmore, Jim Kitchen, Christopher Pedigo,
and Ricky Samayoa

NOES: None

ABSTAIN: None

ABSENT: None



Ricky A. Samayoa, Mayor

ATTEST: Billie J. Fangman
Billie J. Fangman, City Clerk

093-0314

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Vacant, Member
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Mike Y
14 (093-0316) Notic... - 1 of 8
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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MAR 07 2016

Clerk/Board of Supervisors

March 1, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsection (b)(91.1) of Section 7.50, Title 14, California Code of Regulations, relating to Lower Klamath River Basin sport fishing, which will be published in the California Regulatory Notice Register on March 4, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Wade Sinnen, Senior Environmental Scientist, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Sinnen can be reached by telephone at (707) 822-5119 or by email at Wade.Sinnen@wildlife.ca.gov.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205, 215, 220, 240, 315 and 316.5 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 205, 215 and 316.5 of said Code, proposes to amend subsection 7.50(b)(91.1), Title 14, California Code of Regulations, relating to Lower Klamath River Basin sport fishing.

Informative Digest/Policy Statement Overview

The Klamath River System, which consists of the Klamath River and Trinity River basins, is managed through a cooperative system of State, federal, and tribal management agencies. Salmonid regulations are designed to meet natural and hatchery escapement needs for salmonid stocks, while providing equitable harvest opportunities for ocean sport, ocean commercial, river sport and tribal fisheries.

The Pacific Fishery Management Council (PFMC) is responsible for adopting recommendations for the management of sport and commercial ocean salmon fisheries in the Exclusive Economic Zone (three to 200 miles offshore) off the coasts of Washington, Oregon, and California. When approved by the Secretary of Commerce, these recommendations are implemented as ocean salmon fishing regulations by the National Marine Fisheries Service (NMFS).

The California Fish and Game Commission (Commission) adopts regulations for the ocean salmon sport (inside three miles) and the Klamath River System sport fisheries which are consistent with federal fishery management goals.

For the purpose of PFMC mixed-stock fishery modeling and salmon stock assessment, salmon greater than 22 inches are defined as adult salmon (ages 3-5) and salmon less than or equal to 22 inches are defined as grilse salmon (age 2).

Klamath River Fall-Run Chinook

Klamath River fall-run Chinook salmon (KRFC) harvest allocations and natural spawning escapement goals are established by the PFMC. The KRFC harvest allocation between tribal and non-tribal fisheries is based on court decisions and allocation agreements between the various fishery representatives.

The 2016 KRFC in-river sport fishery allocation recommended by the PFMC is currently unknown. All proposed closures for adult KRFC are designed to ensure sufficient spawning escapement in the Klamath River Basin and equitably distribute harvest while operating within annual allocations.

Klamath River Spring-Run Chinook

The Klamath River System also supports Klamath River spring-run Chinook salmon (KRSC). Naturally produced KRSC are both temporally and spatially separated from KRFC in most cases.

Presently, KRSC stocks are not managed or allocated by the PFMC. The in-river sport fishery is managed by general basin seasons, daily bag limit, and possession limit regulations.

KRFC Allocation Management

The PFMC 2015 allocation for the Klamath River System sport harvest was 14,133 adult KRFC. Preseason stock projections of 2016 adult KRFC abundance will not be available from the PFMC until March 2016. The 2016 Klamath River Basin allocation will be recommended by the PFMC in April 2016 and presented to the Commission for adoption prior to its April 2016 meeting.

For public notice requirements, the Department of Fish and Wildlife (Department) recommends the Commission consider an allocation range of 0 – 67,600 adult KRFC in the Klamath River Basin for the in-river sport fishery.

Current Sport Fishery Management

The KRFC in-river sport harvest allocation is divided into geographic areas and harvest is monitored under real time subquota management. KRSC in-river sport harvest is managed by general season, daily bag limit, and possession limit regulations.

The daily bag and possession limits apply to both stocks within the same sub-area and time period.

Blue Creek Area Management

On April 17, 2015, the Commission adopted regulations to close the main stem Klamath River near the mouth of Blue Creek to reduce catch and release mortality in a thermal refuge area and protect late-fall-run Chinook salmon holding prior to entering Blue Creek. The Commission's action was a precautionary conservation measure to provide maximum resource protection and ensure long-term sustainability during a critical multi-year drought.

Proposed Changes

No changes are proposed for the general (KRSC) opening and closing season dates, and bag, possession and size limits.

The following changes to current regulations are proposed:

KRFC QUOTA MANAGEMENT: Seasons, Bag and Possession Limits

For public notice requirements, a range of KRFC bag and possession limits are proposed until the 2016 Klamath River Basin quota is adopted. As in previous years, no retention of adult KRFC salmon is proposed for the following areas, once the subquota has been met.

The proposed open seasons and range of bag and possession limits for KRFC salmon stocks are as follows:

1. Klamath River - August 15 to December 31
2. Trinity River - September 1 to December 31
3. Bag Limit - [0-4] Chinook salmon of which no more than [0-4] fish over 22 inches total length may be retained until the subquota is met, then 0 fish over 22 inches total length.
4. Possession limit - [0-12] Chinook salmon of which [0-12] fish over 22 inches total length may be retained when the take of salmon over 22 inches total length is allowed.

BLUE CREEK AREA MANAGEMENT

The following option is provided for public discussion, and Commission consideration and action.

Modify Existing Blue Creek Mouth Area Closure

This option would modify the regulations for the existing fishing closure on the Klamath River during the June 15 through September 14 closure period by reducing the distance closed below the mouth of Blue Creek from ½ mile to 500 feet. The distance of the closure above the mouth of Blue Creek would remain at 500 feet. The regulations for the September 15 through December 31 fishing closure on the main stem Klamath River would not change. Local angling constituents and many fishing guides support this option with a closure distance of 500 feet.

Other changes are proposed for clarity and consistency.

Benefits of the Proposed Regulations

The benefits of the proposed regulations are in conformance with federal law, sustainable management of Klamath River Basin salmonid resources, and promotion of businesses that rely on sport fishing in the Klamath River Basin.

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (Sections 200, 202, 205, 315, and 316.5, Fish and Game Code). Commission staff has searched the California Code of Regulations and has found no other State regulations related to the sport fishing in the Lower Klamath River Basin.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a teleconference originating in the Fish and Game Commission conference room, 1416 Ninth Street, Suite 1320, Sacramento, California, on Monday, April 18, 2016, at 8:30 a.m., or as soon thereafter as the matter may be heard. Interested persons may also participate at the following locations: Department of Fish and Wildlife, Conference Room, 50 Ericson Court, Arcata, California; Department of Fish and Wildlife, Conference Room, 4665 Lampson Avenue, Los Alamitos, California; and Department of Fish and Wildlife Conference Room, 7329 Silverado Trail, Napa, California. It is requested, but not required, that written comments be submitted by 12:00 noon on April 13, 2016 at the address given below, or by email to FGC@fgc.ca.gov. All comments must be received no later than April 18, 2016, at one of the teleconference hearing locations listed above. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Michael Yaun, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Michael Yaun or Sherrie Fonbuena at the preceding address or phone number. **Wade Sinnen, Senior Environmental Scientist, Department of Fish and Wildlife, [(707) 822-5119 or Wade.Sinnen@wildlife.ca.gov], has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations are projected to have minor impact on the net revenues to local businesses servicing sport fishermen. If the 2016 KRFC quota is reduced, visitor spending may correspondingly be reduced and in the absence of the emergence of alternative visitor activities, the drop in spending could induce business contraction. However, this will not likely affect the ability of California businesses to compete with businesses in other states. The preservation of Klamath River salmon stocks is necessary for the success of lower and upper Klamath River Basin businesses which provide goods and services related to fishing. The proposed changes are necessary for the continued preservation of the resource and therefore the prevention of adverse economic impacts.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The proposed regulations range from no fishing of KRFC adult salmon to a normal Klamath River Basin salmon season. The Commission anticipates some impact on the creation or elimination of jobs in California. The potential employment impacts range from 0 to 45 jobs which are not expected to create, eliminate or expand businesses in California. The Commission anticipates impacts on the creation, elimination or

expansion of businesses in California ranging from no impact to reduced revenues to approximately 30 businesses that serve sport fishing activities. However, the possibility of growth of businesses to serve substitute activities exists. Adverse impacts to jobs and/or businesses would be less if fishing of steelhead and grilse KRFC salmon is permitted than under a complete closure to all fishing. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in fishable salmon stocks and, consequently promoting the long-term viability of these same small businesses.

The Commission anticipates benefits to the health and welfare of California residents. Providing opportunities for a salmon sport fishery encourages a healthy outdoor activity and the consumption of a nutritious food.

The Commission anticipates benefits to the environment by the sustainable management of California's salmonid resources.

The Commission does not anticipate any benefits to worker safety because the proposed action does not affect working conditions.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: February 23, 2016

Michael Yaun
Acting Executive Director

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

094-0316
(094-0316) Notic... - 1 of 4

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MAR 07 2016

Clerk/Board of Supervisors

February 29, 2016

Mr. Roger Abe, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Dear Chairperson Abe:

On February 17, 2016, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba** and the contiguous counties of **Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, and Trinity**. This designation is a result of the final rule announced for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

A handwritten signature in black ink, reading "Karma Hackney", is written over a horizontal line.

KARMA HACKNEY
Individual Assistance Officer

Enclosure

- c: Yuba County Office of Emergency Services
Yuba County Agricultural Commissioner
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)
Gary Leslie, County/State Liaison, CDFA
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Department of Agriculture (USDA) Designation USDA #S3952- D2, D3, D4 Drought

Designation Information

The following table illustrates the designation information.

Eligible Primary County/Counties:	Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba
Eligible Contiguous County/Counties:	Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, Trinity
Event:	Final rule for the USDA Disaster Designation Process (7 CFR 759), which includes the nearly automatic approval for counties with drought intensity levels of D2 (for 8 consecutive weeks), D3, and D4 as reported on the U.S. Drought Monitor. Incident Period: January 1, 2016, and continuing
Assistance made available by designation:	<ul style="list-style-type: none"> Emergency farm loans for both physical and crop production losses as a direct result of the disaster Up to a maximum of \$500,000
Application deadline:	October 17, 2016
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	<ul style="list-style-type: none"> Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	https://www.fsa.usda.gov/FSA/webapp?area=home&subject=fmlp&topic=efl



February 29, 2016


Mr. Roger Abe, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Dear Chairperson Abe:

The U.S. Small Business Administration declared the primary counties of **Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba** and the contiguous counties of **Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, and Trinity** a disaster area. This declaration is a result of a February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,


KARMA HACKNEY
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services
Cal OES Regional Administrator
Cal OES Individual Assistance Division

3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX

U.S. Small Business Administration (SBA) Declaration SBA #14650- D2, D3, D4 Drought

(094-0316) Notice... - 4 of 4

Declaration Information

The following table illustrates the declaration information.

Eligible Primary County/Counties:	Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Mariposa, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba
Eligible Contiguous County/Counties:	Alameda, Alpine, Amador, Butte, Del Norte, Humboldt, Imperial, Marin, Mendocino, San Francisco, Trinity
Reason/Event:	February 17, 2016, U.S. Department of Agriculture disaster designation due to drought severity levels of D2 (for eight consecutive weeks), D3, or D4, as identified on the U.S. Drought Monitor.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	October 17, 2016
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at 1-800-659-2955, or visit SBA's website at: www.sba.gov/disaster , or email disastercustomerservice@sba.gov Hearing impaired individuals may call 1-800-877-8339.