

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.

DECEMBER 20, 2016

[TIME] THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. 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 Griego
- 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. Community Development and Services
 1. [\(564-1216\) Adopt resolution vacating northern portion of Fir Road, reconveying the vacated portion to property owner Mark and Anne McEwen, and authorize Chair to execute Quit Claim Deed.](#)
 2. [\(554-1216\) Approve Amendment No. 4 to agreement with Parsons Brinckerhoff for professional services for North Beale Road complete streets design and authorize Chair to execute.](#)
 - B. Health and Human Services
 1. [\(555-1216\) Adopt resolution authorizing acceptance of Community Services Commission grant in the amount of \\$7,539. \(Human Services Committee recommended approval.\)](#)
 2. [\(556-1216\) Approve agreement with JUMP Technology Services, LLC for the Aging and Adult Automated Client Tracking System \(AACTS\) for a term of July 1, 2016 through June 30, 2019 and authorize Chair to execute any and all amendments thereto.](#)
 - C. Human Resources
 1. [\(557-1216\) Adopt resolution amending Extra Help Classification System Hourly Schedule, effective January 1, 2017 changing hourly for classifications affected by minimum wage increase.](#)
 2. [\(558-1216\) Approve contract with Occu-Med for Job Analysis and QA2 Pre-Employment Medical Services from January 1, 2017 through June 30, 2019, and authorize Chair to execute.](#)
 - D. Library
 1. [\(559-1216\) Adopt resolution establishing Donations in Lieu of Fines program for the library. \(Human Services Committee recommends approval.\)](#)
- IV. **SPECIAL PRESENTATION**

- A. [\(539-1216\) Present proclamation honoring Kevin DeHoff and the 50th Anniversary of The Country Florist. \(Five minute estimate\)](#)
- B. (560-1216) Present proclamations recognizing Supervisors Nicoletti, Griego, and Abe for their years of service. (No background material. Fifteen minute estimate)
- C. (561-1216) Receive 2016 Chairman Statement. (Ten minute estimate. No background material)
- 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**
- VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
 - A. [\(563-1216\) Notice of Independent Audit of financial records for Dobbins-Oregon House Fire Protection District for Fiscal Year ending June 30, 2015.](#)
- 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. **CLOSED SESSION**
 - A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Hedrick vs. Grant
 - B. Potential litigation pursuant to Government Code §54956.9(d)(2) - One Case
- X. **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

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



(564-1216) Adopt... - 1 of 12

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

December 20, 2016

To: Yuba County Board of Supervisors

From: Michael Lee, Director of Public Works

A handwritten signature in black ink, appearing to read "Michael Lee", is written over the name in the "From:" line.

SUBJ: Summary Vacation of a Portion of Fir Road (#442)

RECOMMENDATION:

The Department of Public Works recommends adopting the attached resolution summarily vacating the northern portion of Fir Road across APN 013-590-010, as described in the attached Exhibit "A" and shown on the attached Parcel Map No. 80-77 and aerial exhibit, reserving therefrom public service easements for existing utilities, an easement for ingress and egress for the benefit of APN 021-440-023 (Sullivan), and a portion to accommodate the future Erle Road Overcrossing Improvement; together with authorizing the Chairman of the Board to sign the Quitclaim Deed transferring any County interest to Mark McEwen and Anne McEwen, co-trustees of the M&A McEwen Revocable Trust u/t/d/ July 24, 2008, the current property owner.

BACKGROUND:

The portion to be vacated is the northerly segment of Fir Road lying between Chestnut Road and Erle Road. When the Hwy 70/Erle Road interchange and the Erle Road UPRR undercrossing were constructed in 1980, realignment and construction of the current existing roads resulted in the short portion of Fir Road crossing a single parcel of privately owned property without through vehicle access to Erle Road. This section serves no current or future useful public purpose and is a liability to the property owner due to its continued status as an active right of way and easement for public street and road purposes.

DISCUSSION:

Sections 8330 through 8336 of the Streets and Highways Code provides for the Summary vacation of a street or highway which has been superseded by relocation and meets certain criteria. The criteria require that:

- (a) The right-of-way be an excess not required for street or highway purposes.
- (b) Does not cut off all access to a person's property which, prior to relocation, adjoined the street or highway.
- (c) Does not terminate a public service easement in which public utility facilities are located.
- (d) The portion of street lies within property under one ownership and does not continue through such ownership or end touching the property of another.

Civil Code § 831 states that an owner of land bounded by a road or street is presumed to own to the center of the way, ***but the contrary may be shown***. In this case, the contrary is evident due to the original indenture from Charles H. Hedges to Yuba County, recorded October 29, 1873 in Book 25 of Deeds at page 289, and the later Individual Grant Deed from Ralph and Marie McEwen recorded October 25, 1976 in Book 625 of Official Records, page 430, wherein both conveyed to the County an easement lying entirely on their own property and upon vacating the easement, ownership is unquestionably entitled to the current property owner.

It is this department's determination that this vacation fits the above criteria for a summary vacation. The Public Works Department recommends adopting the attached resolution summarily vacating a portion of Fir Road and authorizing the Chair of the Board to sign the Quitclaim Deed transferring any County interest to Mark McEwen and Anne McEwen, co-trustees of the M&A McEwen Revocable Trust u/t/d/ July 24, 2008.

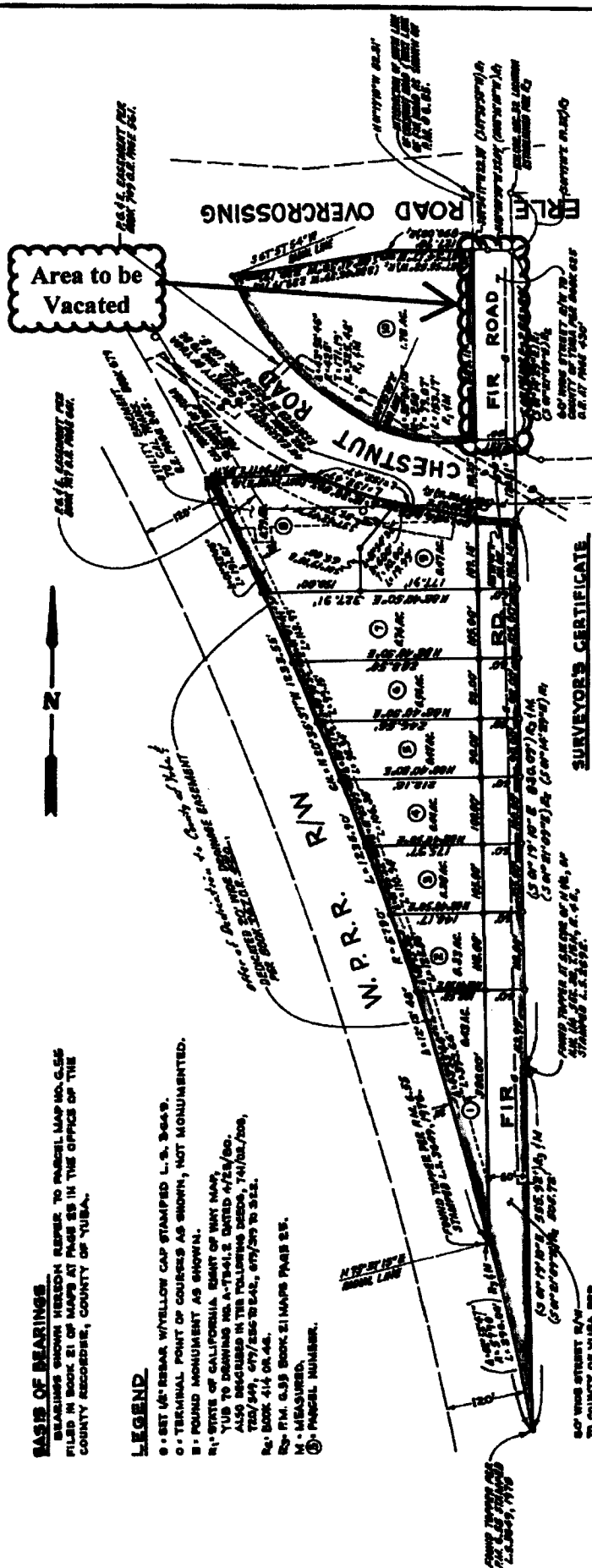
FISCAL IMPACT: None

BASIS OF BEARINGS

BEARINGS SHOWN HEREON REFER TO PARCEL MAP NO. G-56 FILED IN BOOK 21 OF MAPS AT PAGE 55 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF YUBA.

LEGEND

- ① - SET (6" REBAR W/ YELLOW CAP STAMPED L.S. 3649.
- ② - TERMINAL POINT OF COURSE AS SHOWN, NOT MONUMENTED.
- ③ - FOUND MONUMENT AS SHOWN.
- R₁ - W/TS OF CALIFORNIA EMBROIDERY OF W/TS MAP.
- YUBA TO DRAWING NO. A-7841.2 DATED 4/25/80.
- ALSO DESCRIBED IN THE FOLLOWING DEEDS, 741/22/708, 720/249, 677/250 TO 242, 677/209 TO 212.
- R₂ - BOOK 414 OR 44.
- R₃ - R.M. G-56 BOOK 21 MAPS PAGE 25.
- M - MEASURED.
- ④ - PARCEL NUMBER.



SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RALPH & MARIE MC EWEN IN JUNE 1981. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED MAP, IF ANY.



PLANNING DIRECTOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED THIS 28TH DAY OF DEC. 1981, AND HAS BEEN FOUND TO BE IN CONFORMITY WITH THE APPROVED TENTATIVE MAP, WHICH WAS APPROVED IN ACCORDANCE WITH CHAPTER 11.15 OF THE YUBA COUNTY ORDINANCES CODE ON JUNE 11, 1981.

Linda
YUBA COUNTY PLANNING DIRECTOR

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATED *Jan 22 1981*

Donald A. Webb
YUBA COUNTY SURVEYOR

RECORDER'S CERTIFICATE

FILED THIS 30TH DAY OF DECEMBER, 1981, AT 1:33 P.M., IN BOOK 21 OF MAPS, AT PAGE 55, AT THE REQUEST OF RALPH & MARIE M. MC EWEN.

FILE NO. *647* FINDER - A. FAIRY
YUBA COUNTY RECORDER

FEE \$8.00 PAID BY *M. McEwen*

OWNERSHIP CERTIFICATE FILED IN BOOK 767 OR PAGE 423

PARCEL MAP NO. 80-77

RALPH & MARIE MC EWEN

BEING A PORTION OF SECTION 31, T.18N., R.4E., M.D.M., YUBA COUNTY, CALIFORNIA

SCALE 1" = 100'

PREPARED BY M-H-M INC., 925 V STREET, MARYSVILLE CA 959

JUNE 1981
SHEET 1 OF 1
80-702

**Recorded at the Request of
County of Yuba
Community Development & Services Agency**

**When Recorded Return To:
Clerk of the Board of Supervisors**

Exempt from recording fees
pursuant to Gov't Code § 27383

RESOLUTION No. 2016-_____

**RESOLUTION SUMMARILY VACATING
A PUBLIC ROAD OVER
A PORTION OF FIR ROAD (#442)**

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION SUMMARILY) RESOLUTION NO. _____
 VACATING A PUBLIC ROAD OVER)
 A PORTION OF FIR ROAD , #442)

WHEREAS, the vacation which is the subject of this resolution is made pursuant to the California Streets and Highways Code commencing at section 8330; and

WHEREAS, the County of Yuba acquired an easement interest by the indenture for the right of way for highway purposes from Charles H. Hedges to Yuba County, recorded October 29, 1873, in Book 25 of Deeds at page 289, and by the Individual Grant Deed for a right of way and easement for public street and road purposes from Ralph McEwen and Marie M. McEwen, recorded October 25, 1976, in Book 625 of Yuba County Official Records page 430; and

WHEREAS, that portion of Fir Road described in the attached "Exhibit A" has been superseded by relocation due to subsequent development; and

WHEREAS, the right-of-way is not required for street or highway purposes, does not cut off access to any person's property, and does not terminate a public service easement in which public utility facilities are located; and

WHEREAS, the vacated portion of Fir Road will be conveyed by Quitclaim Deed to the current property owner, Mark McEwen and Anne McEwen, co-trustees of the M&A McEwen Revocable Trust u/t/d/ July 24, 2008; and

WHEREAS, the Board of Supervisors hereby determines that the provisions of

Government Code §65402(a) shall not apply to this summary vacation because it is minor in nature.

NOW, THEREFORE, the Yuba County Board of Supervisors hereby finds, declares, orders and resolves:

1. That the foregoing recitals are true and correct.
2. That this vacation is made pursuant to Streets and Highways Code section 8330 et seq.
3. That the public road hereinabove described is hereby summarily vacated.
4. That from and after the date this resolution is recorded, the right of way is hereby summarily vacated and shall no longer constitute a street or highway.
5. That the following is reserved from this vacation;
 - a) a Public Utility Easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers, water lines and storm drains and appurtenant structures in, upon, over, and across said strip of land and, pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic and telephone lines, and for the transportation or distribution of electric energy, petroleum and its products, and for incidental purposes, including access to protect these works from all hazards in, upon, and over the street being vacated.
 - b) an easement for ingress and egress for the benefit of APN 021-440-023 (Sullivan).
 - c) the northerly 30 feet of the street being vacated, coincident with and southerly of southerly right of way line of Erle Road, for the purpose of the planned future Erle Road Overcrossing Improvement Project. Upon completion of said Overcrossing Project, this

reservation shall terminate for any excess portion lying outside the limits of right of way needed for said Overcrossing Project.

6. This vacation is made subject to relinquishment of abutter's rights for access to or from Erle Road.

7. That the chairman of the Board of Supervisors is directed to execute a quit claim deed from the County of Yuba to the current property owner Mark McEwen and Anne McEwen, co-trustees of the M&A McEwen Revocable Trust u/t/d/ July 24, 2008, for the strip of land described in Exhibit "A".

8. The Clerk of the Board of Supervisors shall cause a certified copy of this resolution to be recorded in the office of the County Recorder, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Roger Abe
Chairman of the Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM
Angil Morris-Jones
County Counsel

By: _____

By: Courtney C. H.

Exhibit A

All that real property situate in the County of Yuba, State of California, lying within the NE ¼ of Section 31 of Township 15 North, Range 4 East, M.D.B.&M., being a portion of Fir Road as described in the indenture for the right of way for highway purposes from Charles H. Hedges to Yuba County, recorded October 29, 1873, in Book 25 of Deeds at page 289, and the Individual Grant Deed from Ralph McEwen and Marie M. McEwen to County of Yuba recorded October 25, 1976, in Book 625, Yuba County Official Records page 430, as shown on Parcel Map 80-77, filed December 30, 1981 in Book 36 of Maps, page 20 in the office of the Yuba County Recorder, more particularly described as follows:

All of that 60 foot wide street right of way, shown on said Parcel Map 80-77 as Fir Road, lying coincident with and easterly of Parcel 10 as shown on said Parcel Map 80-77.

Reserving therefrom Public Utility Easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers, water lines and storm drains and appurtenant structures in, upon, over, and across said strip of land and, pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic and telephone lines, and for the transportation or distribution of electric energy, petroleum and its products, and for incidental purposes, including access to protect these works from all hazards in, upon, and over the street being vacated.

Also reserving therefrom an easement for ingress and egress for the benefit of APN 021-440-023 (Sullivan).

Also reserving therefrom the northerly 30 feet thereof, coincident with and southerly of southerly right of way line of Erle Road, for the purpose of the planned future Erle Road Overcrossing Improvement Project. Upon completion of said Overcrossing Project, this reservation shall terminate for any excess portion lying outside the limits of right of way needed for said Overcrossing Project.

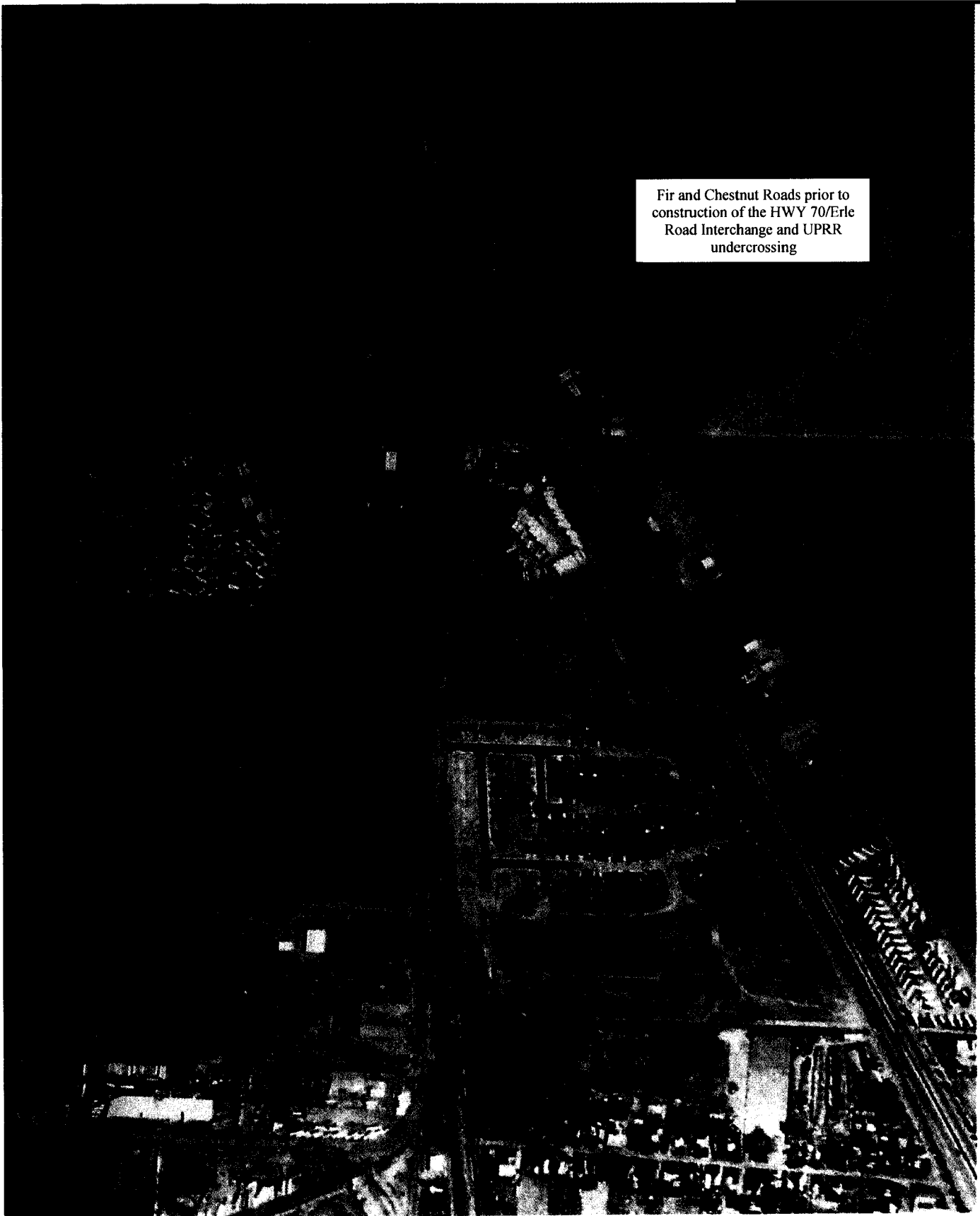
Subject to relinquishment of abutter's rights at its intersection with Erle Road.

Dated: December 6, 2016



Michael G. Lee, PLS 7853
County Surveyor – County of Yuba





Fir and Chestnut Roads prior to
construction of the HWY 70/Erle
Road Interchange and UPRR
undercrossing

1973 Ariel Image



Current Google Earth Image

Road Fir Road
Road No. 3442
A.P. No. 013-590-010

(564-1216) Adopt... - 11 of 12

Recorded at the Request of and:
When Recorded Return To:

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

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$0.00 (R&T Code
§ 11911, Value does not exceed \$100.00)

QUIT CLAIM DEED

For value received:

The County of Yuba,
a political subdivision of the State of California
hereby

REMISES, RELEASES AND FOREVER QUIT CLAIMS

to

Mark McEwen and Anne McEwen

co-trustees of the M&A McEwen Revocable Trust u/t/d/ July 24, 2008

All that real property situate in the unincorporated area of the County of Yuba, State of California,
described as follows:

LEGAL DESCRIPTION, (EXHIBIT A)
attached hereto and made a part hereof by this reference

Reserving therefrom the easements as described in Exhibit A.

Dated this _____ day of _____, 2016.

County of Yuba

By: _____
Roger Abe
Yuba County Board of Supervisors

Approved as to form:
Angil Morris-Jones, County Counsel

By: Conney C. [Signature]

Exhibit A

All that real property situate in the County of Yuba, State of California, lying within the NE ¼ of Section 31 of Township 15 North, Range 4 East, M.D.B.&M., being a portion of Fir Road as described in the indenture for the right of way for highway purposes from Charles H. Hedges to Yuba County, recorded October 29, 1873, in Book 25 of Deeds at page 289, and the Individual Grant Deed from Ralph McEwen and Marie M. McEwen to County of Yuba recorded October 25, 1976, in Book 625, Yuba County Official Records page 430, as shown on Parcel Map 80-77, filed December 30, 1981 in Book 36 of Maps, page 20 in the office of the Yuba County Recorder, more particularly described as follows:

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Reserving therefrom Public Utility Easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, and renew sanitary sewers, water lines and storm drains and appurtenant structures in, upon, over, and across said strip of land and, pursuant to any existing franchise or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic and telephone lines, and for the transportation or distribution of electric energy, petroleum and its products, and for incidental purposes, including access to protect these works from all hazards in, upon, and over the street being vacated.

Also reserving therefrom an easement for ingress and egress for the benefit of APN 021-440-023 (Sullivan).

Also reserving therefrom the northerly 30 feet thereof, coincident with and southerly of southerly right of way line of Erle Road, for the purpose of the planned future Erle Road Overcrossing Improvement Project. Upon completion of said Overcrossing Project, this reservation shall terminate for any excess portion lying outside the limits of right of way needed for said Overcrossing Project.

Subject to relinquishment of abutter's rights at its intersection with Erle Road.

Dated: December 6, 2016



Michael G. Lee, PLS 7853
County Surveyor – County of Yuba



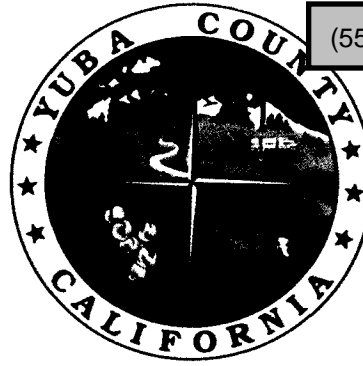
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(554-1216) Appro... - 1 of 12

CODE ENFORCEMENT
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PLANNING
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

December 20, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJ: AMEND PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC.
FOR THE NORTH BEALE ROAD COMPLETE STREETS DESIGN

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 4 to the Professional Services Agreement for the North Beale Road Complete Streets Design and authorize the chair to execute the amendment.

BACKGROUND:

On October 18, 2011, Yuba County entered into an Agreement with Parsons Brinckerhoff, Inc. to design the improvements for the North Beale Road corridor from Lindhurst Avenue to Griffith Avenue that will enhance all modes of travel along the corridor. The work done under the existing agreement includes civil engineering design, surveying, environmental, and landscaping design.

On September 24, 2013, the Yuba County Board of Supervisors approved Amendment No. 1 to this contract for services, adding to the original scope of the project and extending the contract duration.

On February 18, 2014, a public workshop was held with the residents of the Linda Community to discuss the design for the North Beale Road Complete Streets Project. The public workshop was held to receive input on the proposed complete streets design, especially the public's interest in roundabouts at Hammonton-Smartsville Road and Linda Avenue. The meeting resulted in a lack of any support for the roundabout at Hammonton-Smartsville Road. The Linda Avenue roundabout would be reconsidered at a future date.

On September 9, 2014, the Yuba County Board of Supervisors approved Amendment No. 2 to this contract for services, adding to the original scope of the project and extending the contract duration.

On September 22, 2015, the Yuba County Board of Supervisors approved Amendment No. 3 to this contract for services, adding to the original scope of the project and extending the contract duration.

DISCUSSION:

The consultant has concentrated their efforts in the last year to complete the design plans and contract specifications for the Phase 1 portion of the North Beale Road corridor to get Phase 1 ready for construction. The Phase 1 segment was from Lindhurst Avenue to Hammonton-Smartsville Road. The plans and specifications were completed in August 2016. Phase 1 has been opened to bidders and the project was awarded in October 2016.

As part of the design for Phase I there were additional scope of work items not previously included. The consultant also provided support during the bidding for Phase 1 which was not previously included in the scope of work.

This amendment will extend the contract time for the consultant to complete the design on the remaining corridor of North Beale Road east of Hammonton-Smartsville Road to Griffith Avenue. The Consultant has indicated that they can complete the design on the remaining corridor within the time extension of this amendment. This amendment also includes a budget for the consultant to provide construction support, i.e. answer contractor requests for information, support for contractor change orders and disputes, and preparation of as-built plans.

For the additional scope of work the Consultant has requested a budget augmentation of \$141,000. \$33,800 will be absorbed from contingency of the previous contract amendment. This amendment increases the contract amount by \$107,300 bringing the total to \$1,323,500. The consultant has indicated that no further budget augmentations will be required.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this item is routine in nature.

FISCAL IMPACT:

This project is funded by the federal Surface Transportation Program for \$1,000,000 and the Highway Safety Improvement Program for \$57,000. Costs incurred over this amount will be from Trust 188 (Countywide Traffic Impact Fees).

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT #4

This is the Fourth amendment to the agreement, dated October 18, 2011, for Professional Services between the County of Yuba (COUNTY) and Parsons Brinckerhoff, Inc. (CONSULTANT).

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

- (1) Operative Provision 2, "**TERM**", the termination date of this agreement is extended:

Commencement Date: October 18, 2011

Termination Date: December 31, 2017

- (2) Attachment B, Payment, Section B.1 is changed to read:

BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed ONE MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$1,357,300) for Professional Services. CONSULTANT shall submit requests for payment after completion of services on or no later than the tenth (10th) day of the month following provision of services and the requests shall include an hour reconciliation. The services for this contract will be performed on a time and material basis at the rates shown on the attached scope of services (Attachment F) and fee estimate (Attachment G). Each year during the term of this contract, consultant's overhead rate is subject to escalation as agreed-to by the parties. The parties agree that consultant's unburdened labor rates will be increased 3.5% each year during the term of this agreement. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE MILLION THREE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$1,357,300) without a formal written amendment to this Agreement approved by the COUNTY.

Included with this Amendment, as an attachment, is Exhibit 6 which contains the Additional Work Summary.

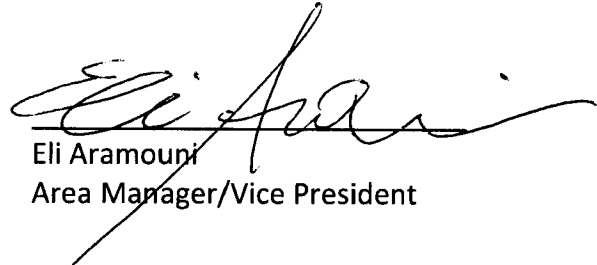
All other terms and conditions remain unchanged

In witness thereof, the parties hereto have executed this Amendment #4 to the Agreement
on _____, 2016.

"COUNTY"
County of Yuba

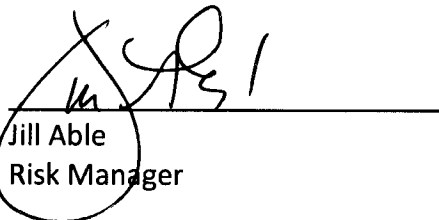
"CONSULTANT"
Parsons Brinckerhoff, Inc

Chair
Board of Supervisors



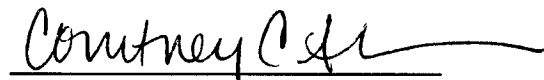
Eli Aramouni
Area Manager/Vice President

INSURANCE PROVISIONS APPROVED



Jill Able
Risk Manager

APPROVED AS TO FORM



Angil Morris-Jones
County Counsel



2150 River Plaza Drive
Suite 400
Sacramento, CA 95833
Main: 916-567-2500
wspgroup.com/usa
pbworld.com/usa

November 4, 2016

Van Boeck
Principal Engineer
Yuba County Public Works
915 8th Street
Suite 125
Marysville, CA 95901

RE: Additional Work on North Beale Road Improvement Project

Dear Van,

Parsons Brinckerhoff (PB) has performed Additional Work on the North Beale Road Improvement Project that was not assumed or envisioned in our original contract scope of work. The following table is a description of the Additional Work items.

Item	Description	Details
Project Schedule and Duration	PB's proposal assumed a 15 month total project duration. The project duration to date is 5 years (60 months), 400% of the planned duration. The anticipated completion date for of all project phases is March 2017, which would be a duration of 5-1/2 years (66 months) and 440% of planned duration.	See Attachment A.
Segmentation into Phases	While the scope of work recognized that the plans "may be divided into phases", it was the intent to design the improvements for the entire corridor and submit the plans for the entire corridor as one submittal. This is evidenced by the schedule in the proposal. At the request of the County, Phase 1 was broken out and submitted separately and prior to submittal of the other project Phases. This resulted in Additional Work and affected the project schedule for delivery of plans.	County initially stated that for Phases 2 to 5 <i>"we have determined that for other phases all we will need are quantities and exhibits for each phase that we can use later when seeking funds."</i> (email 8/20/15). In response to PB's request for clarification the County responded in 8/27/15 email: <i>"The plans are to be in separate sets of plans, one set for each of the 5 proposed phases (including the roundabout) per the contract. So yes, Phase 1 will be separate set of plans while the construction specifications will be for the all of the work in the corridor."</i>
Multiple and partial reviews of 95% plans for Phase 1	95% PS&E for Phase 1 was submitted on 12/1/15. Prior to receiving County's full review comments 20 weeks later, multiple questions and comments were received on specific portions of the project, investigated, project features redesigned, and responded to as County coordinated with utilities and property owners.	More than 15 questions, comments and required redesign details included: PG&E, AT&T vault, water valve locations, fire hydrants, utility pole relocations, driveways (DW-08, DW-13, DW-23, east of Alpine Way), loss of parking, driveway width and

95% Engineer's Estimate for Phase 1

At County's request, 95% Engineer's Estimate was revised to eliminate traffic signal at Hammonton-Smartsville Road and other edits. County needed for submittal to Caltrans prior to CTC meeting.

95% Specifications for Phase 1

95% PS&E included specifications in Caltrans 2010 SSP format per County direction on 9/8/15. County comments on 95% submittal requested specs to be in Caltrans 2015 format.

Multiple submittal of 100% plans for Phase 1

PB submitted 100% PS&E on 7/13/16 for County's Request for Authorization (RFA) to Construct package to Caltrans. County review comments were received and the plans, specifications and Engineer's Estimate revised and resubmitted four additional times in response to County's comments received on multiple days.

Bus Turnout

County provided deed for ROW they acquired for bus turnout near station 39+00. Project redesign required.

New PG&E Utility Box

PG&E installing new utility box, requested existing and final elevations at the four corners.

Caltrans Forms

Provided assistance with Caltrans Forms 10-O2 (DBE commitment post-award of contract), 17-F and 17-O for County's RFA submittal to Caltrans.

slope, retaining wall mods, sidewalks, ramps, planter strips, off-site parking details.

Revised or eliminated bid items (e.g., mobilization) per County review comments.

County revised their request for PB to provide only electrical specifications in Caltrans 2015 format. County to convert the other sections to 2015 format themselves.

See Attachment A. County requested changes in how the estimate and bid items are quantified and described. PB had questions on specifications (utility relocation responsibility, etc). County responded. PB revised plans and Engineer's Estimate and resubmitted on 7/27. On 8/24 PB provided revised plans and Engineer's Estimate. County responded with additional questions on Engineer's Estimate and Special Provisions on 8/24. PB responded to County questions on Engineer's Estimate and Specifications on 8/24. County provided comments on plans on 8/26. PB provided revised plans to address County comments on 8/29.

Revised sidewalk width to 6 ft on both sides of bus shelter. Changed retaining wall type to stay within ROW per deed provided by County. Finish grades for PG&E pole relocation provided.

Provided FG elevations at four corners on 7/5. Responded to PG&E questions on 7/19, 7/20. Required multiple (six) exchanges of information with County and PG&E.

Conceptual Erosion Control Plans	County determined erosion control plans are part of checklist for RFA from Caltrans. Requested PB develop and include in plan set provided for RFA.	County acknowledged in 7/21/16 email that this is Extra Work.
PG&E Electrical Service Points for Street Lighting	Y&C Transportation Consultants, PB's electrical subconsultant, attended field meeting with PG&E and County to determine electrical service points for street lighting. Based on input from PG&E, electrical plans were revised and included in Addendum. PG&E was provided plans for review and Y&C back-checked to verify PG&E comments are consistent with project electrical plans.	Requested PG&E contact from County on 6/21. PG&E Application for Service for street lighting, Y&C completed technical portion, provided to County to complete and submit to PG&E. County confirmed they had submitted applications incorrectly and resubmitted on 7/27. On 8/30 PG&E responded to service application and requested field meeting at their Marysville office to discuss. Meeting held on 9/7. PG&E requested redesign of lighting system and connect street lights directly to their service points. Bidder requested cross sections on 9/13. PB provided as Supplemental Information on 9/20. County says side streets (Silverwood, Park and Alpine) do not need same structural sections as NBR. Acknowledged they missed on previous reviews. Requested change be reflected in Addendum #1. Addendum included electrical plan changes due to PG&E service point requirements. Y&C provided directly to County and PG&E for review on 9/9. County provided PG&E drawings for streetlights, Y&C to confirm it is consistent with discussed changes. PB provided on 8/16.
Response to Bidding Period RFI's	Received RFI's from bidders through County on 9/3 and 9/13 (two). Provided responses on 9/14.	
Addendum to Phase 1 PS&E	PB provided Addendum changes to plans, specifications (pay item descriptions) and Engineer's Estimate to County on 9/12.	
Phase 1 Plans for County Board Approval to Advertise	County provided corrected contract number, requested signed cover sheets (full-size and 11x17) be provided by 8/16.	
Plans for Utility Review ("A" Letter Plans)	County requested on 4/2/15 a PDF of the first phase from Lindhurst to Hammonton-Smartsville Rd. to send the 65% plans to the utilities to give them the heads up about the project (A Letter).	
Plans for Utility Review ("B" Letter Plans)	County requested updated utility impacts drawings, especially for Phase 1, to send the utilities the next letter and indicate which utility poles are in conflict.	PB provided on 9/21/15 Utility Impacts PDF for County review and for the "B" letters to the utility companies.

Utility Impacts	County requested information and details on utility impacts.	PB provided information and details on 8/6/15, 8/11/15, 8/14/15, 8/19/15, 10/5/15, 10/26/15, and 10/29/15.
Water Service Locations	County requested on 10/29/15 to change location of water service for irrigation. Mainline to be placed in the median and then cross at intersections in order to have one main service connection per phase.	Orsee Design Associates, PB's landscaping subconsultant, responded on 11/5/15. County decided it would be OK to keep the waterline behind the sidewalk in Phase 1. Their preference was to have it on the south side if possible. For the other Phases, it was acceptable to keep in the location shown on 65% plans.
Pavement Reconstruction and Revised Drainage	Provided exhibits and discussed with County the extent of pavement reconstruction on 8/26/15 and 9/16/15. At 3/1/16 meeting with County it was decided we could go into the lane to adjust grades to improve cross slope and gutter flowlines.	Revised drainage to allow gutter flowlines to meet 0.25% minimum
Sewer Laterals	Potential conflict between sewer laterals and storm drain mainline investigated. Storm drains changed where necessary.	Linda County Water District provided data from Nor-Cal Pipeline Services on sewer lateral locations and depths. PB checked if conflicts with storm drain.
PG&E Gas Line	PG&E designed gas line between Park Ave and Alpine Way. County requested storm drain alignment to shift to the north side of the median at Park Ave and then be in the middle of the inside lane east of Park Ave.	County questions on new DI's on Park Ave, PG&E concern about location.
Design Services During Construction of Phase 1	PB to provide on as-needed basis assistance to the County during construction of Phase 1 Project. This will include assistance in responding to Contractor's RFI's and other questions from the County's CM.	Service to be provided on time-and-materials basis up to not-to-exceed amount.

The table below is a summary of the costs for the Additional Work items:



Additional Work Item	PB	Orsee	Y&C	Total
Project Schedule and Duration	\$19,200	\$8,700		\$27,900
Segmentation in Phases	\$17,200	\$7,600		\$24,800
Multiple and partial reviews of 95% plans for Phase 1	\$8,200			\$8,200
95% Engineer's Estimate for Phase 1	\$1,400			\$1,400
95% Specifications for Phase 1	\$1,400			\$1,400
Multiple submittal of 100% plans for Phase 1	\$6,800			\$6,800
Bus Turnout	\$1,000			\$1,000
New PG&E Utility Box	\$1,400			\$1,400
Caltrans Forms	\$1,000			\$1,000
Conceptual Erosion Control Plans	\$1,900			\$1,900
PG&E Electrical Service Points for Street Lighting			\$3,000	\$3,000
Response to Bidding Period RFI's	\$9,800			\$9,800
Addendum to Phase 1 PS&E				\$0
Phase 1 Plans for County Board Approval to Advertise	\$1,000			\$1,000
Plans for Utility Review ("A" Letter Plans)	\$1,000			\$1,000
Plans for Utility Review ("B" Letter Plans)	\$2,700			\$2,700
Utility Impacts	\$6,800			\$6,800
Water Service Locations				\$0
Pavement Reconstruction and Revised Drainage	\$13,600			\$13,600
Sewer Laterals				\$0
PG&E Gas Line	\$1,400			\$1,400
Design Services During Construction of Phase 1	\$20,000	\$3,000	\$3,000	\$26,000
TOTAL	\$115,800	\$19,300	\$6,000	\$141,100



A contract amendment in the amount of \$141,100 is requested to complete the Additional Work tasks. Please contact me at (916) 567-2523 or Cermak@pbworld.com should you need any additional information.

Sincerely,

PARSONS BRINCKERHOFF

A handwritten signature in black ink that reads 'Robert Cermak'. The signature is written in a cursive, flowing style.

Robert Cermak, PE
Project Manager

ATTACHMENT A

Item	Description	Details/Assumptions	Planned Dates in Proposal	Actual Dates	Actual Phase 1 Dates	County Review Comments Received	Estimated Phases 2 to 5 Delivery Dates
Project Schedule and Duration	Proposal assumed 15 months total project duration	Original contract termination date 6/30/13. Current contract termination date 9/30/16. Expected to be revised to 3/30/17	6/30/2013	9/30/2016			
		Contract, Attachment C: "Consultant shall complete the design and PS&E package for the raised median portion of the project by the date specified in the RFP (5/1/12)					
	Duration to date 5 years (60 months), 400% of planned duration	Proposal schedule assumed:					
		NTP	9/1/2011	10/19/2011			
	Expected completion in March 2017, duration 5-1/2 years (66 months), 440% of planned duration	Environmental Clearance (NEPA) complete	5/9/2012	1/22/2016			
		30% Design Entire Project	2/1/2012	2/27/2012			
		65% Design - Raised Median Project	3/2/2012	3/14/2012			
		95% Design - Raised Median Project	3/27/2012	6/5/2012			
		Final Design Raised Median Project	4/24/2012	8/15/2012			
	Final Design - Full Project	65% Design - Full Project	7/24/2012	3/23/2015		6/15/2015	12/30/2016
		95% Design - Full Project	10/16/2012		12/1/2015	4/22/2016	
		Final Design - Full Project	11/20/2012		7/13/2016 (RFA version)	7/25/2016	3/1/2017
					7/27/2016 (RFA version)	8/18/2016	
					8/24/2016	8/24/2016	
					8/25/2016	8/26/2016	
					8/29/2016		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057		CONTACT NAME: JLT Service Team PHONE (A/C, No, Ext): (713) 325-7605 E-MAIL: wspbpcertrequest@jltus.com FAX (A/C, No): (713) 789-0415		
INSURED PARSONS BRINCKERHOFF, INC. 4139 Oregon Pike Ephrata, PA 17522		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: Liberty Insurance Corporation		42404
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO9835819-03	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	AS7-621-094060-036	11/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-62D-094060-016	11/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

(PB PROJECT #12521A); NORTH BEALE ROAD. THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
915 8TH STREET, SUITE 125
MARYSVILLE, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The County of Yuba

(555-1216) Adopt... - 1 of 4

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 *JV*
Chaya Galicia, Project Manager *CG*
Health & Human Services Department

DATE: December 20, 2016

SUBJECT: Resolution of the Board Authorizing the Acceptance of the Yuba County Community Services Commission, Community Services Block Grant Discretionary Targeted Initiative Grant, in Support of the 14Forward Project

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Director of the Health and Human Services Department, subject to approval of County Counsel, to accept and execute the Yuba County Community Services Commission (YCCSC) contract #2016-YCCSC-TI-1 and any amendments or other pertinent documents related thereto with YCCSC, to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relation to the administration of such grant.

BACKGROUND: YCCSC was awarded Discretionary Targeted Initiative grant funds on September 16, 2016, that must be deployed by May 31, 2017. In September 2016, YCCSC approved the award of \$7,539 to 14Forward to further their efforts to combat homelessness in the community. The allocation to the 14Forward Temporary Shelter Project meets the mission of YCCSC and the funding requirements of the Targeted Initiative grant.

DISCUSSION: YCCSC requires a Resolution of the Board of Supervisors authorizing the execution of Contract No. 2016-YCCSC-TI-1.

COMMITTEE: The Human Services Committee recommended approval on December 13, 2016.

FISCAL IMPACT: Approval of this Resolution will not impact the County General Fund.

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

**A RESOLUTION AUTHORIZING THE)
ACCEPTANCE OF THE YUBA COUNTY)
COMMUNITY SERVICES COMMISSION)
GRANT IN THE AMOUNT OF \$7,539 IN)
SUPPORT OF THE 14FORWARD) RESOLUTION NO. _____
PROJECT AND AUTHORIZING THE)
DIRECTOR OF THE HEALTH & HUMAN)
SERVICES DEPARTMENT TO EXECUTE)
RELATED DOCUMENTS)**

WHEREAS, the Yuba County Community Services Commission (YCCSC) has made available Community Services Block Grant (CSBG) Discretionary Targeted Initiative grant funds for 2016; and

WHEREAS, YCCSC has offered Contract No. 2016-YCCSC-TI-1 in the amount of \$7,539 to the County of Yuba in support of the 14Forward Temporary Housing Program; and

WHEREAS, should the County of Yuba accept a contract from YCCSC, the County certifies that all uses of funds will be in compliance with the California State Department of Community Services and Development regulations, guidelines and contract provisions.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the Director of the Health and Human Services Department, subject to approval of County Counsel, to accept and execute YCCSC contract #2016-YCCSC-TI-1 and any amendments or other pertinent documents related thereto with YCCSC, to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relation to the administration of such grant.

BE IT FURTHER RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute this Resolution approving the Director of the Health and Human Services Department to accept, transfer and allocate the YCCSC grant funds.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the ____ day of _____ 201__, by the following vote:

AYES:

NOES:

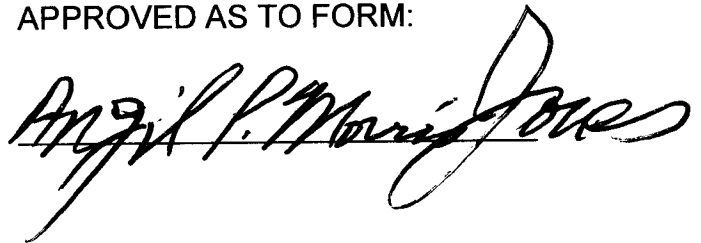
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

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



(556-1216) Appro... - 1 of 30

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
John Crocker, Program Manager
Health & Human Services Department

DATE: December 20, 2016

SUBJECT: Approval of the Agreement with JUMP Technology Services, L.L.C.
for the term of July 1, 2016 through June 30, 2019.

RECOMMENDATION: It is recommended that the Board of Supervisors approve and execute the attached Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and JUMP Technology Services, L.L.C. for the Aging and Adult Automated Client Tracking System (AACTS) in the annual amount of \$13,920.00 for a grand total amount of \$41,760.00 for the three-year contract.

BACKGROUND: AACTS is an automated case management system used by staff in Adult Protective Services (APS). APS social workers enter confidential data such as the perpetrator's name, types of abuse, elder or dependent adult name, age, and Social Security number into the AACTS database. HHSD has contracted with McWilliams Mailliard Technology Group, Inc. (MMTG) for access and support to AACTS since May 2006.

DISCUSSION: JUMP Technology Services, L.L.C., purchased AACTS from MMTG effective June 30, 2016. JUMP Technology Services will now provide the AACTS license, software access, and technical support.

COMMITTEE: The Human Services Committee was by-passed due to the routine nature of this request and it will not involve County General Funds.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds.

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Software License and Support Agreement

This User Software License, Subscription and Support Agreement ("Agreement"), is made by and between the **County of YUBA**, (hereinafter "COUNTY"), and **JUMP Technology Services, LLC** (hereinafter "JUMP" or "JUMP/AACTS"), and is effective upon full execution of this agreement.

BACKGROUND:

WHEREAS, JUMP is an independent software-as-a-service (SAAS) provider for the health and human/social services industry and has developed certain software product(s) for commercial use; and

WHEREAS, COUNTY desires to access the automated elder care and dependent adult services system for Adult Protective Services and/or In Home Supportive Services, known as AACTS as developed and offered by JUMP; and

WHEREAS, COUNTY desires to access this system through a secure Web Portal Host (Virtual Private Portal) operated by an Application Service Provider and has entered or will enter into an agreement with CareAccess or other Provider agreeable to both parties to perform this function; and

WHEREAS, JUMP will work collaboratively with the CareAccess or other Web Portal Provider agreed upon and approved by both parties, to implement and administer AACTS; and

WHEREAS, JUMP hereby grants certain licenses to COUNTY for use of its software as a service product(s) on a Web Portal/Host system along with collateral documentation, training materials, marketing materials and product support related thereto, under the terms and conditions contained in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

The following terms are incorporated herein by reference:

- 1.1 "Licensed Software"** means the specific software application developed by JUMP, called AACTS, together with any Upgrades, Updates and Enhancements thereto as accessible on the approved web portal provider.
- 1.2 "JUMP Technology" and/or "AACTS"** means the Licensed Software, Services, Training, Support, Documentation, Marketing Materials, Training Materials, Upgrades, Updates and/or Enhancements provided by JUMP to COUNTY under this Agreement.
- 1.3 "Upgrade and Enhancement"** mean a modification of the Licensed Software, in object code format, generally released by JUMP, including upgrade in features, functionality or performance of the Licensed Software. Upgrades and enhancements include new major version releases denoted by a change to the left of the first decimal point (e.g., v.3.0 to v.4.0). Upgrades and enhancements may also include a) bug fixes, patches, and maintenance releases, b) new point releases denoted by a change to the right of the first decimal point (e.g., v.6.0 to v.6.1, v.6.1 to v.6.1.1, etc.). Upgrades and enhancements will not include any release that JUMP licenses separately.

- 1.4 **"Update"** means any modification of the Licensed Software (556-1216) Appro... - 4 of 30 format, generally released by JUMP and may include changes that affect version number ("enhancements" and "upgrades") and/or minor changes that do not affect version number.
- 1.5 **"Documentation"** means AACTS' most current on-line Training Guide/User Guide and any written training, user and other manuals/materials published by JUMP and made generally available by JUMP regarding AACTS.
- 1.6 **"Term"** means the period commencing on Agreement effective date and continuing for the Initial Term and any Renewal Term, unless earlier terminated as provided below.
- 1.7 **"LEAPS"** means the browser based version of the AACTS system offered to AACTS customers as an upgrade to the existing AACTS Windows based version.

2.0 **GRANT OF RIGHTS**

- 2.1 **License Grant.** In consideration of the payment of client access license (CAL), subscription and other fees set forth herein, JUMP hereby grants to COUNTY a non-exclusive, non-transferable license to use the specified JUMP Technology (AACTS) in machine-readable form (object code) and all related documentation, when used in conjunction with approved web portal/host provider subject to the terms and conditions of this Agreement.
- 2.2 **License Restrictions.**
- 2.2.1 COUNTY acknowledges that, except as stated in this Agreement, COUNTY is not granted any right or title to the JUMP Technology or any intellectual property rights therein. COUNTY may not use, reproduce, demonstrate, distribute, lend, share, give or sell JUMP Technology in any manner or for any purpose except as specifically permitted under this Agreement or by separate written agreement.
- 2.2.2 COUNTY may not provide or permit access to the Licensed Software by any third party or assist such party in obtaining knowledge, or materials regarding features, functions, and general capabilities of the AACTS system without written consent of JUMP. COUNTY will take reasonable precautions to protect against unauthorized access or use potentially unfavorable to the business interests of JUMP/AACTS.
- 2.2.3 COUNTY may not remove any of JUMP/AACTS trade names, trademarks, copyright notices or any other JUMP or AACTS identifiers or proprietary notices appearing on splash screens, documentation or any other material provided by JUMP. Each copy of the JUMP/AACTS Technology or documentation reproduced by, or on behalf of COUNTY, will contain the proprietary notices placed by JUMP on the media or within the code of the Licensed Software or on the documentation, training materials, or marketing materials.

2.2.4 COUNTY may not use, copy, rent, lease, lend, give, share, sell, modify, decompile, disassemble, otherwise reverse engineer or transfer the Licensed Software except as provided in this Agreement. Any unauthorized use may result in immediate termination of this Agreement and/or other legal remedies at the sole discretion of JUMP.

2.2.5 COUNTY may host onsite review or inspection of AACTS by those considering AACTS for purchase or for other reasons only with advance permission from JUMP. JUMP reserves the right to deny such permission. No "screen shots" or copying, whether electronic photographic or manual, is to be permitted.

3.0 SUPPORT AND TRAINING

3.1 General Support. JUMP will use its best efforts to resolve any bugs, malfunctions or other non-conformities reported by COUNTY, with due regard for the reproducibility and/or severity of the bug, malfunction, or non-conformity incident. COUNTY will facilitate direct contact with individual user(s) experiencing difficulties to aid in diagnosis. Upon diagnosing the nature of reproducible bug, malfunction, or non-conformity, JUMP will inform COUNTY immediately and if remediation is required, will give an estimate of time needed to resolve reported issue(s).

3.2 Product Support. JUMP will provide Maintenance Support and Enhancements/Upgrades/Updates to the Licensed Software as specified in "EXHIBIT E Product Support."

3.3 System Support. COUNTY will, or has entered into a separate agreement with CareAccess, or other web host/portal provider agreed upon by the parties, which will provide all support involving hardware, system software, and network issues associated with their services to COUNTY and with COUNTY access to the AACTS Windows based version. JUMP will provide COUNTY information and training needed to access the Licensed Software through the CareAccess portal. If the COUNTY upgrades to the browser based version of AACTS (LEAPS), COUNTY'S agreement with CareAccess is not required for access to the AACTS browser based version.

3.4 Training. JUMP will provide technical and user training with respect to AACTS, in accordance with "EXHIBIT C Training." COUNTY shall provide appropriate training facilities for all on-site AACTS training as detailed in "EXHIBIT C Training."

4.0 RIGHTS AND OBLIGATIONS

4.1 Marketing. JUMP may market, advertise and otherwise promote AACTS as it deems appropriate, at its sole discretion. JUMP may include reference to County's use of AACTS in general communications and in marketing, promotional material and press releases, while specific terms of the Agreement shall not be disclosed. COUNTY may promote the Licensed Software in accordance with the terms of this Agreement and as mutually agreed between COUNTY and JUMP.

4.2 Compliance with Laws. JUMP shall comply and require its officers and employees to comply with all applicable federal and state laws affecting the

- 4.2.1** JUMP shall not publish or disclose, permit or cause to be published, disclosed or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with COUNTY.
- 4.2.2** JUMP will establish and implement appropriate privacy and security safeguards with respect to COUNTY's Protected Health Information that may be maintained, transmitted or viewed in connection with the services under this Agreement. JUMP affirms that to the full extent pertinent to the services provided under this Agreement, such safeguards will be consistent with the standards set forth in regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013
- 4.2.3** To the full extent pertinent to the services provided under this agreement, JUMP shall comply with Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- 4.2.4** MediCal Personally Identifiable Information (PII) information that may be shared with JUMP by COUNTY or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code Section 14100.0 and 42 Code of Federal Regulations Section 431.300 and Sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.
- 4.2.5** JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.
- 4.3 Rights to Database Content.** COUNTY will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP Technology and for the purpose of training, research, support and maintenance of AACTS. When utilizing the Windows based version of AACTS, COUNTY will permit one (1) web portal provider (CareAccess) profile and one (1) JUMP profile on their database for such purposes. When utilizing the browser based version of AACTS (LEAPS), JUMP staff will have access to the database only as needed for support and maintenance.
- 4.4 Independent Contractor.** JUMP, an Oklahoma Limited Liability Company, is not an agent or employee of COUNTY, and shall perform all work and services described herein as an independent contractor. No person performing any work or service described herein shall be considered an officer, agent, volunteer, or

employee of COUNTY, nor shall any such person be e (556-1216) Appro... - 7 of 30
including but not limited to Workers Compensation Benefits, available or granted to employees of COUNTY. COUNTY shall not be liable for any obligations or liabilities incurred by JUMP, including applicable payroll taxes (including federal and state income taxes) and wages, benefits or other compensation to JUMP's employees and/or its officers. JUMP shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between parties.

5.0 **WARRANTY**

- 5.1 **Anti-Virus Warranty.** JUMP represents and warrants that the media containing the Licensed Software, any download, Upgrade/Update/Enhancement provided by JUMP will not contain any virus, worm or other code or routines designed to disable, damage, impair, or erase AACTS, other software or data or the system upon which the Licensed Software, Upgrade/Update/Enhancement is installed.
- 5.2 **Service Level and Software Warranties.** JUMP warrants that services it provides to COUNTY will be performed in a professional and ethical manner. JUMP warrants to COUNTY that Licensed Software will perform in substantial compliance with the User Manual.
- 5.3 **Warranty and Disclaimers.** There are no express or implied warranties, including the implied warranty of merchantability and fitness for a particular purpose not specifically set forth in this Agreement or compatibility with other products now used or that may be in the future used by COUNTY.
- 5.4 **Termination Option for Repeated Failure to Meet Service Level Agreement.** COUNTY may terminate this Agreement for cause and without penalty by submitting to JUMP written documentation detailing instances of failure within five (5) days following the end of the calendar month in which JUMP fails to meet Service Level standards. Documentation of failures shall be submitted to JUMP in writing. Termination under this provision will be effective thirty (30) days after receipt of such notice by JUMP.
- 5.5 **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** JUMP does not and cannot control the functioning or services provided by CareAccess web portal/host provider or other provider and/or its Co-Location Data Center network and other portions of the Internet. JUMP shall not be held liable or accountable for performance issues (i) caused by factors outside of JUMP's reasonable control; (ii) that resulted from actions/inactions of COUNTY or any third parties that are not under the sole control of JUMP; or (iii) that result from COUNTY equipment and/or third party equipment function/non-function, including web portal/host provider, its Co-Location Service Center and/or the internet. JUMP disclaims any and all liability resulting from or related to such events.

6.0 **INVOICE TERMS. PAYMENT**

- 6.1 **License Fees.** COUNTY will pay JUMP license fees as set forth in "EXHIBIT A License & Subscription" and "EXHIBIT I Budget." AACTS training requires user log-in access to the secure, live system. Thus licenses must be in place and license fees paid prior to commencement of training unless the COUNTY is utilizing LEAPS.
- 6.2 **Subscription Fees.** COUNTY will pay Subscription fees as set forth in "EXHIBIT A License & Subscription" and "EXHIBIT I Budget." Use of AACTS requires user

log-in access to the secure, live system. Thus subscription (556-1216) Appro... - 8 of 30
subscription fees paid for user access, including user training unless the COUNTY is utilizing LEAPS.

- 6.3 Product Support/Update/Enhancement Fees.** COUNTY will be assessed a reasonable annual charge for State and/or Federally-mandated, user-requested and/or other indicated updates, enhancements/upgrades. Such charges will be shared pro rata among all AACTS subscriber counties based on number of CALs/ Licenses held. COUNTY will pay such fees as set forth in "EXHIBIT E Product Support" and "EXHIBIT I Budget." At COUNTY's election, COUNTY may purchase additional JUMP services under terms and conditions set forth in this Agreement or upon a duly executed amendment to this Agreement.
- 6.4 Training Fees.** COUNTY will pay Training fees on the terms and conditions set forth in "EXHIBIT C, Training" and "EXHIBIT I Budget," or as otherwise agreed between the parties in writing.
- 6.5 Documentation, Training Materials, and Marketing Materials.** JUMP shall provide electronic copies of proprietary Documentation, Training Materials, and Marketing Materials as set forth in "EXHIBIT F Documentation," at no additional cost to COUNTY. COUNTY may print at its own expense and without reimbursement to or from JUMP, hard copies of Documentation, Training Materials and Marketing Materials for use in association with authorized use of AACTS only. At COUNTY's election, JUMP will provide printed hard copies of such documentation at fees set forth in "EXHIBIT F Documentation."
- 6.6 Payment Terms.** All fees payable hereunder will be paid in U.S. Dollars. All fees and other charges are due and payable upon receipt of the applicable invoice from JUMP and as set forth in this Agreement and all appurtenant EXHIBITS.
- 6.7 Records and Inspection Rights.** COUNTY and JUMP shall maintain proper records and books of account relating to the active users authorized to access the Licensed Software via web portal provider. In case of disagreement on user number or identity, COUNTY and JUMP agree to accept web portal provider/host's real time user records.

7.0 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 7.1 Ownership.** Except for the rights expressly granted herein, this Agreement does not transfer from JUMP to COUNTY any intellectual property and/or developed technology, and all right, title and interest in and to such property/technology will remain solely with JUMP. Except for the rights expressly granted herein, this Agreement does not transfer from COUNTY to JUMP any COUNTY-developed technology or data, and all right, title and interest in and to such technology or data will remain solely with COUNTY.
- 7.2 Trade Secrets and Source Code.** COUNTY agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.
- 7.3 Confidential Information.**
- 7.3.1** During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations

- 7.3.2** Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.

8.0 TERMS AND TERMINATION

- 8.1 Term.** Unless earlier terminated as provided herein or by the mutual written agreement of the parties, this Agreement is effective from July 1, 2016 through June 30, 2019.
- 8.2 Renewal.** Renewal may be by new Agreement, or by Requisition, Amendment or Purchase Order referencing this Agreement, as agreed between the parties.
- 8.3 Early Termination:** Either party may terminate this Agreement prior to its expiration date by giving 30 days written notice. As set forth in "EXHIBIT A License & Subscription," COUNTY shall be responsible for payment of all subscription and license fees owing for the entire calendar quarter in which such notice is received by JUMP and any additional quarter(s) of COUNTY authorized service.
- 8.4 Effect of Termination.** Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve COUNTY of its obligations to make immediate and full payment to JUMP for any amounts then due and/or payable to JUMP. The provisions of Agreement paragraphs 5.0 "Warranty," 7.0 "Intellectual Property & Confidentiality," 8.0 "Terms and Termination," 9.0 "Limitation of Liability" and 10.0 "General Provisions," including all sub-paragraphs, will survive the expiration or termination of this Agreement, regardless of the cause of expiration or termination.
- 8.5 Failure to Pay.** COUNTY's failure to pay AACTS fees for services as specified in "EXHIBIT A License & Subscription," "EXHIBIT E Product Support" and "EXHIBIT I Budget" may result in service interruption or termination of COUNTY access to AACTS and subject COUNTY to a reestablishment-of-service fee of \$250 per delinquent month or partial month. COUNTY's failure to pay Web Portal Provider (CareAccess) or other third party fees, resulting in COUNTY's inability to access AACTS via the web portal will not relieve COUNTY of its obligation to pay AACTS license, subscription, upgrade and/or other fees according to terms of this Agreement and its appurtenant EXHIBITS.

9.0 LIMITATION OF LIABILITY

- 9.1 County Insurance not applicable.** Except in the event of criminal or negligent action/inaction by the COUNTY, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under COUNTY insurance.
- 9.2 Insurance.** JUMP shall maintain the following insurance coverage at its sole cost and expense throughout the term of this Agreement. If available, special coverage requested by COUNTY in excess of specified levels may be provided at COUNTY expense. Unless otherwise agreed in writing, insurance shall be with insurers that are admitted insurance companies in the State of California with a Best's Rating of

9.2.1 Certificates of Insurance. JUMP will submit or cause to be submitted to COUNTY Certificate(s) of insurance documenting agreed upon insurance coverage, naming COUNTY as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, prior to policy renewal date(s).

9.2.2 Workers' Compensation insurance. To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement in an amount not less than ONE MILLION dollars (\$1,000,000).

9.2.3 Liability insurance. JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.

9.2.3.1 General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. COUNTY, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that COUNTY will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

9.2.3.2 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence

9.3 Indemnification by JUMP. JUMP shall indemnify, defend and hold harmless COUNTY its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by JUMP, its directors officers, agents and/or employees.

9.4 Indemnification by COUNTY. COUNTY shall indemnify, defend and hold harmless JUMP, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from

9.5 Limitations on Liability. Notwithstanding the provisions of Agreement paragraph 9.0 "Limitation of Liability" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:

- 9.5.1 Uncontrollable Events** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.
- 9.5.2 Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.
- 9.5.3 Value of Contract.** In no event shall the aggregate liability of JUMP to COUNTY (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by COUNTY to JUMP pursuant to the terms of this contract.
- 9.5.4 Passage of Time.** In no event shall a cause of action be asserted by COUNTY against JUMP or JUMP against COUNTY, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

10.0 GENERAL PROVISIONS

- 10.1 Notices.** All notices and other communications shall be in writing and shall be considered given when (i) delivered personally, (ii) sent by confirmed e-mail or facsimile, (iii) sent by commercial overnight courier (e.g., Federal Express, DHL) with written verification of receipt, or (iv) certified mail to the address provided herein.
- 10.1 Assignment.** Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.
- 10.2 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government applicable to this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 10.3 Waiver of Breach.** Waivers of breach, failure, right or remedy of any conditions

contained herein shall be by written agreement of the parties. (556-1216) Appro... - 12 of 30
any breach, failure, right or remedy shall be deemed a waiver of any other breach,
failure, right or remedy except by written agreement of the parties.

10.4 Entire Agreement and Amendment. This Agreement and its attached EXHIBITs (A Through I, inclusive), incorporated by reference herein, constitute the entire Agreement between the parties regarding the subject matter hereof; and supersede all previous communications, representations or agreements, either written or oral, with respect to such subject matter. This Agreement may not be varied, modified, altered, or amended except in a writing signed by both parties.

10.5 Governing Law. This Agreement shall be construed in accordance with the laws of State of California.

10.6 The terms “Agreement” and “Contract” are used interchangeably throughout and refer to the same document.

11.0 EXHIBITS INCORPORATED IN AGREEMENT

The following EXHIBITs are attached to and made a part of this Agreement:

<u>EXHIBIT A</u>	License, & Subscription
<u>EXHIBIT B</u>	Discovery & Training Prep
<u>EXHIBIT C</u>	Training
<u>EXHIBIT D</u>	Travel Time & Expense
<u>EXHIBIT E</u>	Product Support
<u>EXHIBIT F</u>	Documentation
<u>EXHIBIT G</u>	Mutual Non-Disclosure
<u>EXHIBIT H</u>	Additional Provisions
<u>EXHIBIT I</u>	Budget(s)
<u>EXHIBIT J</u>	Yuba Confidentiality Provisions and Statements

JUMP TECHNOLOGY SERVICES, LLC
200 RUSSELL M PERRY AVE.
OKLAHOMA CITY, OK 73104

COUNTY OF YUBA
Yuba County Health and Human Services
Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

Contact: Denise Brinkmeyer
President
918-624-JUMP
Denise.brinkmeyer@jumpfaster.com

Contact: John Crocker
Program Manager
530-749-6371
jcrocker@co.yuba.ca.us

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, as of the dated(s) set forth below.
_____, 2016.

"COUNTY"
COUNTY OF YUBA

Chair Board of Supervisors

"CONTRACTOR"
JUMP TECHNOLOGY SERVICES, L.L.C.


Denise Brinkmeyer, Director

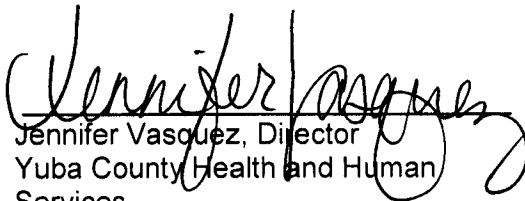
Date: 12/8/2016

REVIEWED AND RECOMMENDED FOR
APPROVAL:



Paul LaValley
Chief Information Officer
YUBA COUNTY INFORMATION TECHNOLOGY

RECOMMENDED FOR APPROVAL:




Jennifer Vasquez, Director
Yuba County Health and Human
Services

INSURANCE PROVISIONS APPROVED:



Jill Abel
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

EXHIBIT A

License & Subscription

I. Licenses

- A. AACTS Licenses are available on a Client Access License (CAL) basis. A CAL gives a User the right to access the AACTS application through an internet portal. Each person requiring access to AACTS for data entry, review, reporting or administration will require a CAL.
- B. Access to AACTS by additional COUNTY Users, whether on a permanent or temporary basis, will require the purchase of the appropriate number of additional licenses. Replacement of one User with another User will be counted as a single User. Two overlapping Users will be counted as 2 Users. If COUNTY owns more licenses than it has current Users, it may add Users up to the number of licenses owned without additional license (CAL) purchase.

II. Subscriptions

- A. **Initial Subscription Fee:** The Initial Subscription period may not encompass a complete quarter. In that case COUNTY will be invoiced for either one or two months (instead of three months). Any portion of a month in which Users have access to the system will count as a billable month.

Because subscription fee are payable in advance, the subscription for the first quarter of each fiscal year shall be due prior to the start of the new quarter/fiscal year (ie. July-September subscription payable by June 30). This requires that the COUNTY include this amount in the prior fiscal year's budget. Thus, if COUNTY selects a start-date in July, August and September the initial subscription year only may include up to 5 subscription quarters.

- B. **Subscription Fees:** COUNTY will be invoiced in advance quarterly (quarters starting Oct 1, Jan 1, Apr 1, Jul 1) based on the number of Users licenses it has purchased. Payment will be due before the start of the new quarter. Late payment may result in service interruption or termination, which may subject COUNTY to a Re-establishment-of-service fee.

Additional Users added during a quarter such that at any time during the quarter the total User number exceeds the User number invoiced for the quarter, may be billed separately, or in arrears in the next scheduled quarterly invoice. Users added during a quarter will be counted for the entire quarter. Replacement of one User with another User will be counted as a single User.

Two overlapping Users during a quarter will be counted as 2 Users. When COUNTY has purchased more Client Access Licenses than it has active Users, COUNTY's subscription fees will reflect only the number of Users with access to the system.

- III. **Access:** JUMP reserves the right to refuse access AACTS to any User at JUMP's discretion.

EXHIBIT B
Discovery & Training Prep

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EXHIBIT C

Training

I. User Preparedness

AACTS Users should have achieved a minimum of 60% Windows and Internet-navigation literacy prior to training. Where appropriate, literacy should be determined through Microsoft-certified testing.

II. Onsite Training Facilities

COUNTY shall provide facilities and equipment for all onsite trainings. For Initial Training COUNTY shall provide an appropriate training room, with a computer with high-speed internet connection for each student and the AACTS Trainer, a linked projector suitable for use with the provided Trainer computer and a projection screen. For Advanced Skills Seminar(s) COUNTY shall provide a room large enough to seat all AACTS users, a single Trainer computer with high speed internet access, a linked projector and projection screen.

III. Onsite End User Training

A qualified JUMP trainer/facilitator will conduct training for all End Users. Each onsite Training Module consists of approximately 8 hours of class time, delivered in two 4-hour sessions over two successive days. Each Training Module will accommodate a maximum of 10 students.

Post-implementation, training of 4 or more new users in a calendar quarter requires an on-site training class. Training of 3 or fewer new users in a calendar quarter may be done online in one-on-one training sessions. See "EXHIBIT C Training, VII Post Implementation Training for New AACTS Users" below.

IV. Super-User Training

Super-User defined: A Super-User is an individual who is computer literate and confident, a seasoned APS Social Worker, well regarded by peers, and both willing and able to assist others as they learn AACTS. After initial training, Super-Users will be the "go-to" AACTS resource for colleagues and new hires.

Super-User Training: All Super-Users attend the first two-day End User Training Module. In counties receiving more than one Training Module, Super-Users attend a second two-day Module where they learn by assisting others under the guidance of JUMP trainer. In counties with only one Training Module, JUMP trainer will provide additional coaching for Super-user(s). Additional "homework" exercises and/or consultation will be provided as needed for Super-Users during the start-up period.

V. AACTS Administrator Training

A qualified JUMP trainer will conduct training for IT Personnel or APS System Administrator(s). Each Administrator-Training accommodates a maximum of 3 students. In the second and subsequent contract years County may receive one AACTS Administrator Training at no charge per year.

VI. Advanced Skills Training

Approximately 2-3 months after AACTS implementation, a qualified JUMP trainer/facilitator will conduct a 3-4 hour, onsite, customized Advance Skills training seminar for all AACTS users.

VII. Post Implementation Training for New AACTS Users

Access to AACTS requires training by a qualified AACTS trainer. Training options include:

- On-site End User classes (required for groups of 4 or more new users in a single quarter).

- One-on-one training, for individual new users, using telephone i combined with online shadowing in 2 sessions conducted over 2 days.

Additional customized Advanced Skills seminars to refresh User skills, address changes in County practices/process, update Users on County, State or Federal regulations and/or to address particular points of interest to the County may be purchased by separate agreement.

VIII. Training on live System

Training requires user log-in access to the live system. Thus licenses and subscriptions must be in place and fees paid prior to commencement of training.

IX. LEAPS On-Site Training

At migration to the AACTS upgrade, JUMP will deliver ½ day of Administrator training plus one 2 day Worker / Supervisor training session for every 17 licenses owned by the COUNTY. New users who do not attend this training will access training through item VII Post Implementation Training for New AACTS Users at the request / discretion of the COUNTY.

EXHIBIT D

Travel Time & Expenses

For onsite trainings/meetings Consultant travel expenses to and from COUNTY offices are based on Consultant travel time, plus mileage/airfare and expenses. Travel charge is set forth in "Exhibit I Budget."

When no travel is budgeted, this item will not appear in "Exhibit I Budget."

EXHIBIT E

Product Support

I. Maintenance Support

A. Post Implementation Telephone/Email Support

As set forth herein, JUMP shall provide reasonable telephone/email support through designated COUNTY AACTS Primary Contact, regarding use/functionality of AACTS, during business hours (8:30 a.m. to 5:30 p.m. Pacific Time), excluding holidays. Reasonable telephone/email support shall mean (1) Unlimited support during initial User training class week(s), (2) Up to 2 hours per week during the subsequent one month, (3) Up to 2 hours per month during the subsequent two months. All questions must come through COUNTY Primary Contact. Support or instruction beyond the levels stated herein, may be purchased by COUNTY under separate agreement.

COUNTY Primary Contact, Title	John Crocker, Program Manager
Telephone No.	(530) 749-6371
Email Address	jcrocker@co.yuba.ca.us

B. On-going Support

Following the initial training and post-implementation support period, Super-users (see "EXHIBIT C Training") provide COUNTY's first line of User support. Questions requiring escalation beyond Super-users may be submitted through the COUNTY Primary Contact by telephone, email or the AACTS ticketing system at www.jumpfaster.net. All such submissions will be addressed promptly. COUNTY Primary Contact is not an IT role and must be assigned to a regular AACTS user; typically a Manager, Supervisor, Super-user or Analyst.

C. Error Correction

JUMP shall correct, within a reasonable period of time, any material, reproducible error or malfunction in the Licensed Software (See Agreement paragraph "3.0 Support and Training" and sub paragraphs). If JUMP, at its sole discretion, requests written verification of an error or malfunction discovered by COUNTY, COUNTY shall immediately provide such verification by e-mail, setting forth in reasonable detail the material error or malfunction. An error or malfunction shall be "material" if it represents nonconformity with JUMP's current published specifications for the Licensed Software and/or materially interferes with COUNTY's productive use of the Licensed Software as specified, and has no reasonable work-around. If JUMP, at its sole discretion, requests direct communication with user(s) reporting difficulties to aid in isolating potential causes, COUNTY will facilitate such contact. If COUNTY experiences complete loss of productive use of AACTS due to reproducible material error or malfunction as defined herein for a continuous period in excess of 2 business days, JUMP will refund to COUNTY, as a credit in next billing cycle, an amount reflecting days of such loss above 1 day.

II. Development/Update/Enhancement Support

New features, functionality, upgrades, enhancements and/or updates of Licensed Software may be released in response to state or federal mandates, legal considerations, technical considerations, User request, or as otherwise indicated.

Cost of these upgrades, enhancements or updates will be shared among all subscriber-counties on a pro rata basis, based on the number of Client Access Licenses held by the COUNTY. JUMP will provide an estimate of COUNTY share of anticipated charges for annual budget purposes. COUNTY will be charge only for releases implemented.

JUMP shall provide a copy of new releases to CareAccess/Web additional charge to COUNTY for purposes of upgrading system. JUMP will provide appropriate notice and documentation in electronic copy, including updated pages to User Guide, without additional charge to COUNTY.

EXHIBIT F

Documentation

1. Materials

AACTS Training Manual and User Guide (available online within the AACTS system).

AACTS System Administrator Guide

AACTS Marketing and Promotion Material

2. Material Fees

These materials are distributed in electronic form at no cost to COUNTY. COUNTY may, at its own expense and exclusively for use by licensed, trained AACTS users and without payment to JUMP, print Training Manual/User Guides and other documents provided to COUNTY in electronic form by JUMP.

Hardcopy/printed materials are also available on request at the following costs:

AACTS System Administrator Guide	\$100.00 per copy, plus shipping
AACTS Training Manual	\$100.00 per copy, plus shipping

3. Training Materials Printed in Advance by County

If COUNTY elects to provide printed materials, COUNTY agrees to have printed in advance of AACTS training, the complete AACTS Training Manual/User Guide developed for COUNTY by JUMP, in sufficient number to provide one copy per student plus one or more Trainer copies as determined during the Training Preparation Meeting. Training Manual/User Guide should be distributed in loose leaf binders large enough for future addition of pages documenting changes to AACTS system.

4. Documentation to Contain Proprietary Notices

Each copy of the JUMP Documentation reproduced by, or on behalf of COUNTY, must contain in the Documentation all proprietary notices placed by JUMP as placed, including trade names, trademarks, copyright notices or any other JUMP or AACTS identifiers or proprietary notices appearing in the original. (See Agreement paragraph 2.2 "License Restrictions.")

5. Intellectual Property

Sharing or distributing of the User/Training materials in any way whatsoever is barred under the terms of this Agreement. See Agreement Paragraph 1.2 "Definitions: 'JUMP Technology' and/or 'AACTS'" and Agreement Paragraph 2.2 "License Restriction."

EXHIBIT G**Mutual Non-Disclosure**

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either COUNTY or JUMP, as the case may be. In consideration of the mutual promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Additional Provisions**1. CONFIDENTIALITY:**

JUMP agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) EXHIBIT 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. JUMP will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the COUNTY. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. JUMP agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q.

2. CHILD SUPPORT: Public Contract Code / Family Code

JUMP agrees, in accordance with Public Contract Code, Section 7110, to comply with 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 Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

3. NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

JUMP shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. JUMP shall comply and shall require its employees, consultants, agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. JUMP shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

4. DRUG FREE WORKPLACE

JUMP and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

5. CONFLICT OF INTEREST:

JUMP warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

6. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this Agreement.

7. NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by COUNTY, at any time by giving the JUMP sixty (60) days advance written notice.

8. INTERPRETATIONS

The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

9. INVOICING

Invoices as provided in this Agreement shall be sent by email to:

kemrysmith@co.yuba.ca.us

jcrocker@co.yuba.ca.us

EXHIBIT I
Budget

YUBA COUNTY 2016-2017

<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>
Subscription Subscription - AACTS: \$165/qtr. per user, payable in advance quarterly, based on highest number of user during billing period. Four Quarters: Oct-Dec 2016, Jan-Mar, Apr-June, July-Sept 2017. (July-Sept qtr. Payable by June 30, 2017) Adjustments may be made in arrears.	14	\$660.00	\$9,240.00
Update / Enhancement AACTS Upgrade/Enhancement Budget. For changes to State data gathering and reporting requirements and other indicated updates. Charges are shared pro rate among AACTS subscriber counties, based on number of licenses. County will be charged only for upgrades/enhancements actually implemented.	14	\$220.00	\$3,080.00
New / Replacement User Training New User Training consisting of two sessions of 1 on 1 training for 1 student with JUMP trainer using on-line "shadowing" combined with telephone instruction. Fees apply only to trainings used.	4	\$400.00	\$1,600.00
Total 2016 – 2017			\$13,920.00

Use of AACTS via CareAccess Web Portal system requires separate agreement with CareAccess. For CareAccess information, please contact Edith Gong at (408) 350-3295, egong@careaccess.biz.

JUMP/AACTS has no legal or financial interest in, and receives no commission or financial benefit from CareAccess.

EXHIBIT J
CONFIDENTIALITY PROVISIONS AND STATEMENTS

INTRODUCTION.

For the purposes of carrying out a contract for AACTS software license, subscription, and support entered into between the COUNTY OF YUBA (hereinafter "COUNTY" and JUMP Technology Services (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

1.0 DEFINITIONS.

- 1.1 CONFIDENTIAL INFORMATION** shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.
- 1.2 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.
- 1.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.
- 1.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

2.0 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data.

EXHIBIT J
CONFIDENTIALITY PROVISIONS AND STATEMENTS

At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

3.0 PROVISIONS.

- 3.1** The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.
- 3.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:
 - 3.2.1** Securing all areas where confidential information is maintained and/or stored;
 - 3.2.2** Utilizing and maintaining industry standard encryption and virus protection on equipment on which confidential information is stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), removable media devices such as personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc. Desktop and laptop computers and removable media devices must be encrypted using the Federal Information Processing Standard (FIPS) Publication 140-2 Security Level 4 certified algorithm with a 128bit key or higher;
 - 3.2.3** Ensuring all desktop and laptop computers and other systems that process and/or store confidential information have and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily;
 - 3.2.4** Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;
 - 3.2.5** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;
 - 3.2.5.1** Downloading of confidential information is limited to one designated CONTRACTOR employee and/or on backup employee who are mutually agreed upon by CONTRACTOR and COUNTY.
 - 3.2.5.2** CONTRACTOR shall notify the COUNTY prior to downloading confidential information. The notice to COUNTY shall be in the form of the "AACTS Database Download Report" and sent by email to the Adult Services Program Manager or designee. This report shall identify the request date, proposed download date, reason for download, COUNTY contact, name and title of CONTRACTOR representative who will perform the data

EXHIBIT J
CONFIDENTIALITY PROVISIONS AND STATEMENTS

download, identification of the model, location and serial number of the device onto which the data is to be downloaded and the expected date the downloaded information will be completely purged/removed.

3.2.5.3 CONTRACTOR shall completely purge/remove all the downloaded information from desktop/laptop computer and/or removable media device immediately after use and provide evidence of the disposal by notifying the COUNTY by email to the Adult Program Manager or designee within 72 hours of removal, unless an exception is granted in writing (email) by the Program Manager or HHSD Deputy Director.

3.2.5.4 Only in the event of a data breach or security incident, CONTRACTOR agrees to cooperate with COUNTY in the event that an investigation is conducted by COUNTY and/or law enforcement of any suspected or actual data breach or suspected or actual security incident.

3.2.6 Not leaving confidential information unattended or accessible to unauthorized individuals; and

3.2.7 Disposing of confidential information upon completion of task(s) for which data was downloaded to CONTRACTOR equipment, by "sanitizing" or "shredding," using triple-pass random-bit overwriting. Within one week of sanitizing/shredding, a free-space wipe will be executed to remove shredded file remnants.

3.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

3.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

3.5 COUNTY acknowledges that the CONTRACTOR is not expected to provide to COUNTY any proprietary or confidential information pertaining to CONTRACTOR's other clients. CONTRACTOR agrees to provide upon COUNTY's written request, copies of the following:

3.5.1 Documentation of encryption and other pertinent security tools used in conjunction with CONTRACTOR's equipment onto which COUNTY information is downloaded.

3.5.2 CONTRACTOR's internal security and confidentiality policies and protocols.

EXHIBIT J
CONFIDENTIALITY PROVISIONS AND STATEMENTS

- 3.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information associated with download of County database to CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than 24 hours after discovery of such an incident.
- 3.7** If the incident involves a theft or the CONTRACTOR is aware that it is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials.

4.0 NOTIFICATION OF BREACH.

- 4.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.
- 4.2** Notification of any breach, security incident, or unauthorized access as described in section 4.1 shall be provided to:
Yuba County Privacy Officer Phone:
(530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281
- 4.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.2 of the following:
- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
 - (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII and/or confidential information;
 - (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
 - (d) A description of the probable causes of the improper use or disclosure; and
 - (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.
- 4.4** The COUNTY will coordinate with the CONTRACTOR to determine additional specifications that will be required of the CONTRACTOR for mitigation of the

EXHIBIT J
CONFIDENTIALITY PROVISIONS AND STATEMENTS

breach, which may include notification to the individual or other authorities.

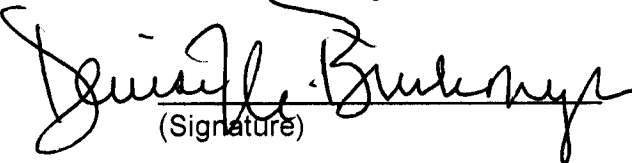
- 4.5** All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.
- 4.6** The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.
- 4.7** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

5.0 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATE: 12/8/2016

CONTRACTOR
JUMP Technologies, LLC


(Signature)

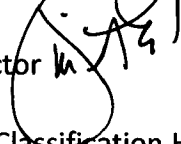
Denise Brinkmeyer, President
(Print Name & Title)



HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

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

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director 
DATE: December 20, 2016
SUBJECT: Amend the County's Extra Help Classification Hourly Schedule

RECOMMENDATION

Adopt resolution amending the Extra Help Classification System Hourly Schedule, effective January 1, 2017.

DISCUSSION

On April 4, 2016, Governor Brown signed Senate Bill (SB) 3, which increases California's minimum wage each year until it reaches \$15 per hour in the year 2022. The first increase is scheduled to occur on January 1, 2017.

On January 1, 2017, the minimum wage increases to \$10.50 per hour. This increase affects four of our extra help classifications: Aide, General Worker, Reserve Deputy and Youth Worker. At this point in time, the Reserve Deputy classification is the only affected classification with current incumbents.

It is recommended that the Board approve the attached resolution changing the hourly rate for those classifications affected by the minimum wage increase. Additionally, it is requested that four extra help classifications be removed from the extra help salary schedule: Maintenance Aide, Program Worker, Project Leader and Project Worker. These classifications have not been utilized in over ten years.

COMMITTEE

This item has bypassed committee because it is a State regulation and the County is required to be in compliance.

FISCAL IMPACT

The fiscal impact for the remainder of the 2016/2017 fiscal year is estimated to be \$2,000.

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

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE
EXTRA-HELP

RESOLUTION NO. _____

NOW, THEREFORE, BE IT RESOLVED that the Classification System – Basic Salary Schedule – Extra-Help is amended as follows effective January 1, 2017.

DELETE:

Classification	A	B	C	D	E	OT Code	WC Code	Range
GENERAL WORKER			10.00			N	8810.1	1000
MAINTENANCE AIDE	10.83	11.37	11.94	12.54	13.17	N	9420	1083
PROGRAM WORKER	10.65	11.18	11.74	12.33	12.95	N	9410	1065
PROJECT LEADER	11.03	11.58	12.16	12.77	13.41	N	9410	1103
PROJECT WORKER	10.20	10.71	11.25	11.81	12.40	N	9410	1020
RESERVE DEPUTY			10.00			N	7722.R	1000
YOUTH WORKER			10.00			N	8810.1	1000

ADD:

Classification	A	B	C	D	E	OT Code	WC Code	Range
AIDE			10.50			N	8810.1	1050
GENERAL WORKER			10.50			N	8810.1	1050
RESERVE DEPUTY			10.50			N	7722.R	1050
YOUTH WORKER			10.50			N	8810.1	1050

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2017 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: Courtney C. H.

The County of Yuba



(558-1216) Appro... - 1 of 32

MARYSVILLE, CA 95901

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

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
RE: Contract with Occu-Med
DATE: December 20, 2016

A handwritten signature, likely of Jill Abel, is written over the "FROM:" line and extends into the "RE:" line.

RECOMMENDATION

Approve the attached contract with Occu-Med for Job Analysis and QA2 Pre-employment Medical Services and authorize Chair to execute.

BACKGROUND

The County has not re-evaluated its pre-employment medical process in over 15 years. While Human Resources has from time-to-time reviewed the physical requirements for individual classifications, the Occupational Medical Groups and medical testing standards have not changed. Several significant issues have developed causing Human Resources to make re-evaluating our pre-employment process a priority.

DISCUSSION

In preparation for this venture, Human Resources surveyed several counties and discovered many jurisdictions utilize Occu-Med's "QA2" pre-employment medical process. The QA2 process provides the following: 1) a thorough review of all classifications to ensure all testing components are relevant and essential to the job; 2) negotiated rates with medical providers; 3) available secondary medical providers if primary providers are not available within a reasonable time period; 4) quicker response times; 5) tighter timeframes to complete the medical process; 6) Occu-Med will interact directly with our candidates; and 7) Occu-Med will house all medical records.

In recent years, Human Resources has experienced tremendous success with Occu-Med and its return to work program. Given our established relationship with Occu-med, Occu-Med's experience with other public agency jurisdictions and our lengthy discussions with Occu-Med about QA2, Human Resources would like to move forward with the review of classifications and implementation of QA2.

FISCAL IMPACT

There is no fiscal impact as these services are funded out of the Workers Compensation Insurance Fund and are already budgeted for in this Fiscal Year.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Job Analysis and Medical Evaluation Services for the County Human Resources Department ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Occu-Med
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: January 1, 2017

Termination Date: June 30, 2019

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

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

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B"

shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Human Resources Director, Jill Abel, is the representative of the COUNTY and will administer this Agreement for the COUNTY. Vice President, Jared Kaji, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this

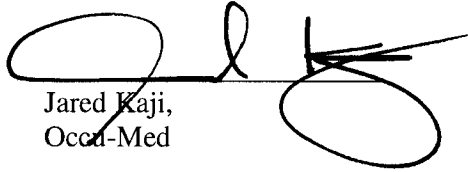
Agreement on November 29th, 2016.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

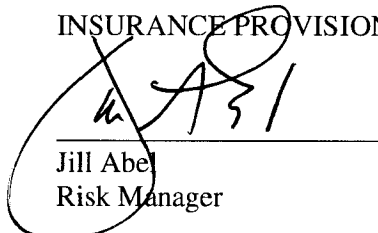
Roger Abe,
Board Chair

Jared Kaji,
Occu-Med



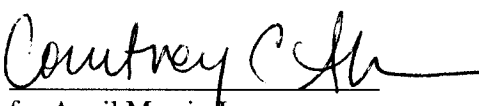
INSURANCE PROVISIONS APPROVED

Jill Abel
Risk Manager



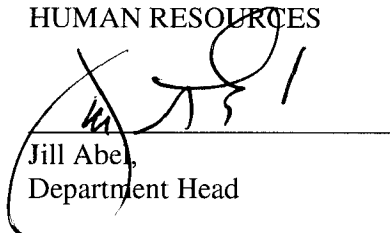
APPROVED AS TO FORM:
COUNTY COUNSEL

for Angil Morris-Jones,
County Counsel



DEPARTMENT APPROVAL
HUMAN RESOURCES

Jill Abel,
Department Head



COUNTY OF YUBA
Occu-Med Job Analysis & Medical Review Services

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

A.1.1. See the attached proposal outlining scope of work labeled Attachment A, A1 and A2 for greater detail on these services provided.

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

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

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

COUNTY OF YUBA
Occu-Med Job Analysis & Medical Review Services

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed \$100,000; each task billed at the rate specified in the attached proposal based on the individual tasks requested / performed. CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed (\$100,000) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

COUNTY OF YUBA
Occu-Med Job Analysis & Medical Review Services

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

COUNTY OF YUBA
Occu-Med Job Analysis & Medical Review Services

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other

term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

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

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

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

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

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

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other

and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONSULTANT":

Occu-Med
Attn: Jared Kaji
2121 West Bullard Ave.
Fresno, CA 93711

COUNTY OF YUBA
Occu-Med Job Analysis & Medical Review Services

ATTACHMENT E

INSURANCE PROVISIONS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|---|---|
| 1. General Liability: (including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage/ \$4,000,000 aggregate |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Umbrella Liability | \$3,000,000 | Each occurrence/aggregate |
| 6. Professional Liability (Errors and Omissions) | \$5,000,000 | \$2,000,000 per occurrence/
\$5,000,000 aggregate |

If the contractor maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Occu-Med Proposal September 15, 2016

I. Services - Legally Defensible Job Analysis

Every medical exam performed by Occu-Med is done so in order to comply with a legal requirements surrounding what is permissible for pre-placement and periodic medical evaluations under the ADAAA, FEHA and GINA. Put simply, we do not just ask the applicant or employee if he or she is able to “do the job” or “return to work”, rather, our approach provides a quantifiable way to make such a determination for each applicant and/or employee as part of an individualized assessment.

The cornerstone of creating legal defensibility in Occu-Med’s *QA*² Occupational Medicine Program begins with the administration of Job Analysis, i.e. initially validating all medical testing performed through a statistically validated method. Job Profiles are prepared for use in evaluating pre-placement, fitness-for-duty and return-to-work medical examinations by conducting on-site job analysis sessions. The procedure utilized during the job analysis sessions is the same one that we have used for more than 3,000 other agencies: Physical Abilities Analysis.

Physical Abilities Analysis is a structured group process that involves interviewing job incumbents from the job being analyzed. In preparation for these job analysis sessions Occu-Med works with the County to determine statistically valid sample sizes (number of job incumbents) for the job classes and schedule the sessions. During the job analysis sessions, incumbents are asked to identify the most demanding essential job tasks for 19 physical ability categories, and then they are instructed to rate those tasks on a 7-point, behaviorally-anchored scale. The incumbents are also asked to complete a questionnaire that addresses the environmental factors that they may be exposed to in their job. Overall, each session requires about one and one-half hours to complete.

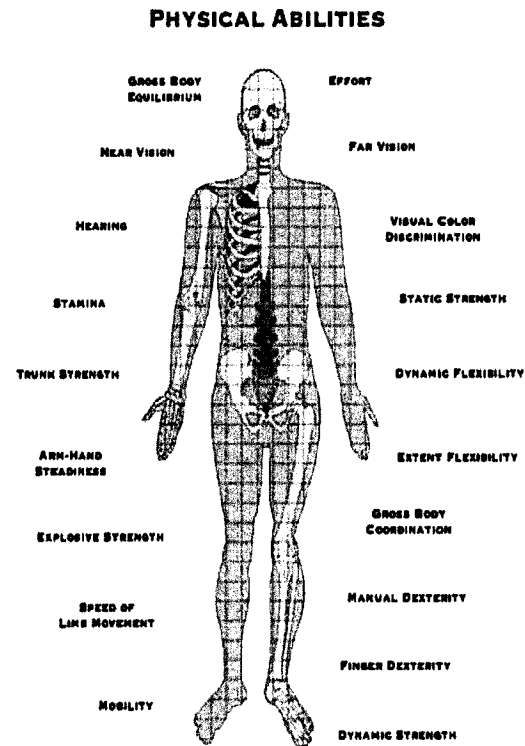
Data collected will then be qualitatively and statistically analyzed to develop Job Profiles and Medical Examination Component Profiles for each job class studied. The Job Profile accurately and fully the most demanding essential job tasks of the jobs studied, and the Medical Examination Component Profile details the specific medical tests that are job-related and consistent with business necessity and therefore recommended to find or diagnose the medical or physical conditions that would be of concern for that job.

Additionally, as part of our job analysis Occu-Med can include a review of the County's current testing protocols and procedures to determine if any additional CAL/OSHA specific testing could be included as part of the pre-placement medical exam. Or, the County's desire to review its drug testing policy in light of the Lanier Case.

The County of Yuba has requested Occu-Med to analyze 159 of its positions (see Attachment A1). Occu-Med projects that it can accomplish an analysis of all required County job classes in no more than 1 - weeks' time. This presumes that the County can schedule the 1-2 hour sessions efficiently with at least 4-5 job classes represented per session and an adequate amount of incumbents in each job class.

The County could expect to pay 1,000 dollars a day for each day of onsite work performed and another \$1,000 for any offsite work performed (1:1 ratio for each day onsite). Occu-Med estimates we could complete all necessary analysis, 159 job classes, in 1-weeks' time.

With the completion of Job Analysis and approved medical exam component profile the County can be confident that all medical testing is job related and consistent with business necessity. After our initial job analysis is completed Occu-Med can on an annual basis refresh the County's Job Profiles to reflect changes to the physical demands of the position. This will also be performed for the County's Medical Exam Component Profiles in order to stay compliant with changes to applicable laws, like the Lanier case, or updates to Guidelines like POST or NFPA. Occu-Med is prepared to begin work for the County right away.



As an additional value to job analysis, this Program will provide the County an effective method of managing the possible return to work of employees who require a medical leave of absence due to injury or medical conditions, as well as an Americans With Disabilities (ADA) and the ADAAA/FEHA compliant reasonable accommodation forum for engaging such employees.

Occu-Med's FFD/IRTW Program is currently in use by hundreds of employers nationwide. Occu-Med is uniquely positioned to assist the County with the human resources matters involving complex medical cases that require a prompt and discerning assessment of the medical factors that may constitute a contraindication to an employee's performing one or more of the essential functions of his/her job.

II. Services - QA²

PREAMBLE

QA² is the name given to Occu-Med's end-to-end solution for the scheduling and on-going review of all medical examinations for applicants or employees for jobs with the County. When applicable the same methodology outlined in this section for scheduling, tracking and reporting the results of the medical exam will be applied when scheduling annual, surveillance and post-employment exams as well. This service includes exam reviews for exams, the further investigation of medical conditions identified during these exams (through the "RDQA" service--see description), the preparation of letters to applicants or employees who are determined to be Medically Disqualified for the job for which they applied or currently work-in, an analysis of Reasonable Accommodation for each individual Medically Disqualified, and the preparation of periodic (daily, when useful) production / performance / status reports.

Scheduling

Scheduling pre-placement, or periodic medical exams through Occu-Med could not be easier. A County representative contacts Occu-Med's Exam Scheduling Hotline or submits an Occu-Med Exam Requisition Form via e-mail, and the necessary medical exam is scheduled the same day as the referral. Occu-Med within two (2) hours of receipt of your referral will contact your applicant or employee in order to arrange a medical appointment with him or her. Upon completion of scheduling, your representative will immediately receive email confirmation of the appointment time and date, which will be scheduled to occur within 2 business days of the referral. Normally, the exam will be scheduled at: Sutter Gould however, with your permission, exams could be scheduled at an alternative nearby clinic if the preferred clinic is booked out beyond acceptable time periods or if the applicant lives closer to an alternative clinic. Upon scheduling the medical exam the applicant is provided in advance all the necessary paperwork in order to complete the exam successfully. This includes a copy of Occu-Med's GINA compliant medical history forms which are used in place of the local medical providers forms. We do this to ensure no inappropriate medical history questions are solicited as often times, clinic specific forms lack compliance as they are used for various other types of medical evaluations.

Having scheduled the medical exam, and with knowledge of the length of time required to obtain results from the medical testing included in the exam (i.e., PPD test for tuberculosis takes 48 to 72 hours for results), Occu-Med contacts the medical provider to request, or "harvest," the exam at the absolute earliest time that it should be ready for review. This service has cut exam

turnaround time for our clients in half in almost every case. Thus, eliminating a clinic from “holding” an exam until they have staff that can fax or email the results. Occu-Med commits to submitting a Medical Exam Summary Report to the County on the same day the complete medical exam is received (provided it is received before 4:00PM PT).

EXAMQA

When reviewing an exam Occu-Med combines:

- a) a thorough knowledge of the essential physical and environmental components of the jobs in question;
- b) the medical expertise to gather all necessary and appropriate medical information upon which to base safe placement, return-to-work and fitness-for-duty recommendations; and,
- c) extensive knowledge of the legal constraints within which such hiring decisions must be made.

This aspect of our services means that Occu-Med and its medical review staff review all completed medical exams and it is Occu-Med’s recommendation that is made to the County regarding an applicant or employees safe placement. This process ensures that pertinent aspects regarding a placement decision are considered and not just those in the examining physician’s purview. For Conditional Qualifications (CQ), an Employment Agreement accompanies each such report. For Recommended Delayed for Qualification (RDQ), RDQA is initiated with the applicant, and the County is simply notified that the process has begun. This eliminates the possibility of disclosure of protected personal medical information that may be undesirable for the County to have received. For each Disqualification (DQ), an appropriate medical-legal report is submitted documenting the specific justifications for the disqualification and informing the County of the requirement of a consideration of Reasonable Accommodation (a process in which we encourage the County to involve us). Periodic performance reports, addressing both clinic turnaround statistics and EXAMQA results, are available upon request.

Details regarding Occu-Med’s qualification recommendations are as follows:

Occu-Med’s Qualification Recommendations and Reports

Medically Qualified – Applicant is an immediate safe placement.

Conditionally Qualified - Applicant may be placed immediately but has work restrictions or accommodation as outlined on the medical restrictions and/or reasonable accommodations page

of the report. The specific restrictions or accommodations are always included as part of the Conditionally Qualified Medical Exam Summary Report.

Recommendation Delayed for Qualification – Applicant will be required to submit further information regarding one or more medical conditions before being placed. This process is facilitated by Occu-Med via RDQA. The applicant is contacted on the day that he/she becomes delayed and informed that he or she has 10 business days to complete the request for additional medical information (extensions of the timeframe can be granted at the County's discretion).

Medically Disqualified – Applicant has been deemed medically unsuited for this job class and will not be placed. Occu-Med's report outlining relevant issues will be attached. The County must consider Reasonable Accommodation for this Medical Disqualification and must determine whether such an accommodation is feasible.

Recommendation Delayed for Qualification – RDQA

The RDQA process is one of the most elegant and sophisticated services associated with the Occu-Med Program, for the County this process will be the mechanism for completing the "Follow-Up" medical test and treatment Procedures, requested in the County's RFP.

When the Occu-Med recommendation is that a decision be delayed until certain medical information can be further explored (that is, when the applicant is classified as "Recommendation Delayed for Qualification"—or "RDQ"—under Occu-Med terminology), Occu-Med will submit that report as well as an additional report when the requested additional information is received and Occu-Med is able to offer a conclusive placement recommendation. Since the law permits making "further medical inquiry" into medical conditions that could pose a direct threat of injury from the performance of the job's essential duties, it is necessary to notify the applicant of the specific findings as well as the information that will be necessary to submit in order to be cleared for the job. Since County staff may not have the time or the medical expertise to contact each of these applicants to describe in detail the medical findings and to answer their questions about the medical information needed for clearance to be approved, Occu-Med staff communicates directly with these applicants. Further, there is also a growing fear by employers that they may be receiving medical information about job applicants from medical examinations in violation of state and federal laws relating to such information (specifically, when the medical condition being investigated more fully pursuant to an "RDQ" designation is found to be benign in relation to the job's essential duties). For these reasons Occu-Med has developed—and will institute as part of

this contract—a service designated as “RDQA.” Under RDQA Occu-Med corresponds directly with job applicants to discuss the medical findings, to answer any questions about the medical condition or the process being employed, and to describe any medical records or documentation required for clearance. Applicants will have five (5) days to respond to Occu-Med and ten (10) days to provide further information unless the County dictates the application of different time requirements. The County’s staff will simply be notified that such a review has been initiated, and the County will be informed on a periodic basis (as directed) on the status of each RDQ. Then, when the requested information is submitted, Occu-Med will prepare the appropriate clearance report.

QA² Fees

Our QA² services consists of our customary review fee which includes the following:

- Scheduling of each medical exam
- Tracking each medical exam for applicant/employee attendance
- Harvesting all medical exam results from the clinic
- Occu-Med Medical Network allowing County applicants to be seen anywhere in the United States
- Review and evaluation of completed medical examinations with results sent to you on the same day that the exam is received
- Written reports for each review undertaken for each applicant
- Employment Agreements for any employees placed with accommodations
- Additional reviews for applicants with medical or physical conditions requiring further testing or submission of additional information
- Explanation (by telephone and by letter) to prospective employees of additional medical information necessary for job clearance
- Submission of legally defensible hiring recommendations
- Assistance with reasonable accommodation recommendations
- Consultation relative to pre-placement, return-to-work, and fitness-for-duty issues
- RDQA services
- Assurance of excellent clinic performance issues, as needed
- Periodic reports documenting the results of Occu-Med’s work
- Occu-Portal

QA² fees that the County would pay directly to the medical clinic, but without all the hassle of dealing with “MEDICAL BILLING INVOICES” Occu-Med began its Clinic Bill Review service in 2006 as part of its service to ITT, a company charged with deploying employees to Iraq, Kuwait, Qatar and Afghanistan for various major federal projects in that region. We have evaluated more over 100,000 clinic invoices for pre-placement exams over this span of time and have been absolutely appalled at our findings: a) more than 92% of these clinic invoices were initially submitted with inaccuracies (wrong charges for tests not performed, charges for unnecessary testing performed, duplicate billings); and b) much worse is the fact that nearly all of the incorrect invoices were inaccurate in favor of the clinic.

Occu-Med requires the submission of an accurate invoice for payment—at which point we immediately submit payment to the clinic. We submit our invoice to the County as a single fee (as negotiated) for an exam— as the County’s request our invoice will also include a list of itemized charges, however, the charges will always add up to the pre-agreed negotiated fee. Clients have informed us that this “bill review” service alone has literally saved days of staff time. Another client, upon learning of this billing trend, audited the previous year’s invoices and was able to obtain a refund of more than \$3,000 for exams performed.

On the first day of each month, Occu-Med will submit an invoice to the County for the prior month’s medical services and examinations. Our invoices will be itemized by the date of service, name of person examined, type of physical performed, itemized charges for each type of physical (if applicable), a subtotal for each person examined, and a total of charges for the month being billed.

Our knowledge of the precise medical exam components that are of value for each specific job class (eliminating useless, improper and overly expensive medical tests), our ability to negotiate fair and reasonable charges from providers for medical exams, our national buying power for laboratory services (blood chemistry panels and urine drug screens), and our careful auditing of clinic and laboratory charges allow us to offer a vastly expanded array of services to our clients for fees typically charged by their medical provider for just the medical examination and laboratory charges.

Occu-Med will in-turn be able to submit clear and straightforward monthly invoices to the County. This stands in contrast to the amorphous and often incorrect invoices typically submitted by clinics. Currently, Job-Class Pricing for the County of Yuba is comprised on 24 positions, some of which no longer exist (refer to Attachment A2). Following Occu-Med's Job Analysis of the County's 159 positions as defined in Section I herein, the Job-Class Pricing will likely change.

Attachment A1

Dept.	Classification
AG	Ag Commissioner Sealer of Wgts & Measures
AG	Ag Weights & Measures Specialist I/II/III
AG	Asst Ag & Wgts & Measures Commissioner
Assessor	Real Property Appraiser I/II/III
Admin Svc	Airport Manager
Admin Svc	Building & Ground Supervisor
Admin Svc	Building Maintenance Custodian
Admin Svc	Building Maintenance Technician I/II
Admin Svc	Custodial Supervisor
Admin Svc	Facilities Manager
Admin Svc	Lead Building Maintenance Custodian
Admin Svc	Senior Building Maintenance Technician
CAO	Deputy County-Administrator-Emergency
CAO	Emergency Operations Manager
CAO	Emergency Operations Planner
CAO	Emergency Services Officer
County Counsel	Chief Deputy County Counsel
County Counsel	Deputy County Counsel I/II/III
Community Development	Assistant Engineer
Community Development	Assistant Public Works Superintendent
Community Development	Assistant Surveyor
Community Development	Associate Civil Engineer
Community Development	Associate Engineer
Community Development	Associate Surveyor
Community Development	Building Inspector I/II
Community Development	Building Inspector III
Community Development	Code Enforcement Manager
Community Development	Code Enforcement Officer I/II
Community Development	Director of Environmental Health
Community Development	Engineering Technician I/II
Community Development	Environmental Health Specialist I/II/III
Community Development	Environmental Health Supervisor
Community Development	Environmental Health Technician
Community Development	Equipment Service Specialist
Community Development	Hazardous Materials Specialist I/II/III
Community Development	Hazardous Materials Supervisor
Community Development	Heavy Equipment Mechanic
Community Development	Plan Checker I/II
Community Development	Principal Engineer
Community Development	Public Works Maintenance Worker I/II
Community Development	Public Works Project Manager
Community Development	Public Works Superintendent
Community Development	Senior Public Works Maintenance Worker
Community Development	Supervising Building Official
Community Development	Supervising Mechanic
Clerk Recorder	Clerk-Recorder Manager
Clerk Recorder	Elections Clerk I/II
Clerk Recorder	Recorder Clerk I/II
Clerk Recorder	Registrar of Voters Manager
CSS	Attorney I/II/III

Attachment A1

Dept.	Classification
Countywide	Aide
Countywide	Cook
Countywide	Correctional Facility LVN
Countywide	Correctional Facility RN
Countywide	Family Nurse Practitioner
DA	Chief District Attorney Investigator
DA	Deputy District Attorney I/II/III
DA	District Attorney Investigator
HHSD	Director of Nurses
HHSD	Employment & Training Specialist I/II
HHSD	Epidemiologist
HHSD	Health & Human Services Aide
HHSD	Health Officer
HHSD	Physical Therapist
HHSD	Public Health Nurse I/II/III
HHSD	Public Health Nurse Intern
HHSD	Registered Nurse
HHSD	Social Worker I-Employment
HHSD	Social Worker II-Employment
HHSD	Social Worker I/II-Adult Services
HHSD	Social Worker III/IV-Adult Services
HHSD	Social Worker I/II-Child Welfare Services
HHSD	Social Worker III/IV-Child Welfare Services
HHSD	Social Worker I/II
HHSD	Social Worker III/IV
HHSD	Social Worker Supervisor-Adult Services
HHSD	Social Worker Supervisor-Child Welfare Services
HHSD	Social Worker Supervisor-Employment
HHSD	Supervising Public Health Nurse
HHSD	Supervising Welfare Fraud Investigator
HHSD	Supply/Mail Clerk I/II
HHSD	Veterans' Services Officer
HHSD	Welfare Fraud Investigator
IT	Chief Information Officer
IT	Information Technology Analyst I/II
IT	Information Technology Supervisor
IT	Information Technology Support Technician I/II
IT	Information Technology Systems Architect
IT	Senior Information Technology Analyst
IT	Senior Information Technology Support
Library	Library Technician I
Library	Senior Library Technician
Probation	Assistant Chief Probation Officer
Probation	Chief Probation Officer
Probation	Clinical Social Worker I/II
Probation	Deputy Probation Officer I/II/III
Probation	Deputy Superintendent
Probation	Intervention Counselor I/II
Probation	Juvenile Corrections Officer I/II
Probation	Kitchen Supervisor

Attachment A1

Dept.	Classification
Probation	Probation Analyst
Probation	Probation Program Manager
Probation	Senior Deputy Probation Officer
Probation	Senior Substance Abuse Counselor
Probation	Senior Victim/Witness Advocate
Probation	Substance Abuse Counselor I/II
Probation	Superintendent of Institutions
Probation	Supervising Deputy Probation Officer
Probation	Supervising Juvenile Corrections Officer
Probation	Victim Witness Program Manager
Probation	Victim/Witness Advocate I/II
Public Guardian	Deputy Public Guardian I/II
Public Guardian	Public Guardian-Conservator
Sheriff	Animal Care Services Officer
Sheriff	Animal Care Technician
Sheriff	Commissary Assistant
Sheriff	Commissary Coordinator
Sheriff	Communication Dispatcher I/II
Sheriff	Community Services Officer
Sheriff	Corporal
Sheriff	Correctional Facility LVN
Sheriff	Correctional Facility Medical Assistant
Sheriff	Correctional Lieutenant
Sheriff	Correctional Maintenance Technician I/II
Sheriff	Correctional Officer
Sheriff	Corrections Food Services Supervisor
Sheriff	Correctional Recreation Aide
Sheriff	Crime Analyst
Sheriff	Deputy Sheriff
Sheriff	Deputy Sheriff Trainee
Sheriff	Dentions Services Clerk
Sheriff	Evidence Technician
Sheriff	Physician's Assistant
Sheriff	Sheriff's Captain
Sheriff	Sheriff's Communications & Records Supervisor
Sheriff	Sheriff's Lieutenant-Operations
Sheriff	Sheriff's Sergeant-Corrections
Sheriff	Sheriff's Sergeant-Operations
Sheriff	Supervising Animal Care Services Officer
Sheriff	Supervising Correctional Facility RN
Sheriff	Undersheriff
Treasurer	Asst Treasurer and Tax Collector
Treasurer	Chief Deputy Treasurer & Tax Collector

Yuba County QA² Job-Class Pricing (as of 10/31/16)*

Animal Control Officer	\$363.50
Associate Surveyor/Assistant	\$288.50
Building and Grounds Supervisor	\$323.50
Building Inspector	\$288.50
Building Maintenance Custodian	\$328.50
Building Maintenance Technician	\$372.50
Correctional Officer	\$573.00
Deputy County Administrator/Emergency Services	\$318.50
Deputy Probation Officer	\$573.00
Deputy Sheriff/Patrol Officer	\$573.00
Emergency Services Officer	\$288.50
Epidemiologist	\$293.50
Fire Prevention Planner I/II	\$288.50
Hazardous Materials Specialist	\$363.50
Heavy Equipment Mechanic	\$358.50
Juvenile Corrections Officer I/II	\$358.50
Medical Assistant	\$257.50
Nurse (Correctional Facility)	\$318.50
Nurse (Field)	\$318.50
Physicians Assistant	\$257.50
Public Health Nurse Extra Help-Shots	\$241.00
Public Health Nurse I/II/III	\$318.50
Public Works Maintenance Worker I/II	\$358.50
Truant Officer	\$227.50

- Pricing is based upon utilization of Rideout Occupational Health.

*An updated Job-Class Pricing will be sent to the County upon completion of Job Analysis to include the 159 job classes analyzed (as defined in Section 1). [Note: Based on Job Analysis results, and approval of associated Medical Exam Component Profiles by the County, actual fees pursuant to job class may or may not change from those previously quoted.]

The County of Yuba

Yuba County Library

Phone: (530) 749-7380
Fax: (530) 741-3098
303 Second Street
Marysville, California 95901



(559-1216) Adopt... - 1 of 6

Email: library@co.yuba.ca.us
Website: <http://library.yuba.org>

TO: Board of Supervisors

FROM: Kevin Mallen – CDSA Director
Sandeep Sidhu, Library ASO

SUBJECT: Donations in Lieu of Fines Program for the Library

DATE: December 20, 2016

Recommendation:

The Board of Supervisors adopt the resolution establishing a Donations In Lieu of Fines Program for the Library.

Background/ Discussion:

When a patron checks out library material and returns the item late, they accrue an overdue fine. Most patrons pay the overdue fines, however there are those who are unable to do so due to their financial limitations. Although it is not recommended to waive overdue fines; staff is proposing a program that will create an alternative to cash payment of fines and also encourage donations to those in need.

The proposal is to offer a month long program, three times a year, where overdue fines will be waived in exchange for various items. Donations will be applied to overdue fines only and cannot be accepted as payment for lost or damaged items.

- Food for Fines – for each item donated, the library will waive \$1 in overdue fines.
- School Supplies for Fines – for each school supply donated, the library will waive \$1 in overdue fines.
- Coats for Fines – for each coat donated, the library will waive \$5 in overdue fines.

The programs will allow patrons an additional way to settle overdue fines that they may not otherwise be able to afford while also contributing to our community. All of the donations will be turned over the Yuba County HHSD, who will work with local non-profit agencies that work to collect and distribute donated items to those in need in the community.

Staff would like begin the program in 2017 in the months of February (Food for Fines), June (School Supplies for Fines) and October (Coats for Fines), then on an annual basis.

Committee Action:

Human Services Committee recommended approval on 12/13/2017.

Fiscal Impact:

None to possibly minimal. Total annual overdue fines collected account for approximately 3% of the Library's annual revenue.

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BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF YUBA

A RESOLUTION OF THE BOARD OF SUPERVISORS) **RESOLUTION NO.** _____
ESTABLISHING A DONATIONS IN LIEU OF FINES)
PROGRAM AT THE YUBA COUNTY LIBRARY)

WHEREAS, when a patron checks out library material and returns the item late, they accrue an overdue fine which most patrons pay as required;

WHEREAS, there some patrons who are unable to pay the fine, due to their financial limitations;

WHEREAS, Library staff does not recommend that the Board authorize the waiver of overdue fines without some alternative method of payment;

WHEREAS, Library staff is proposing the establishment of a program that will provide an alternative to cash payment of fines and also encourage donations to those in need in Yuba County; and

WHEREAS, the establishment of a Donations In Lieu of Fines Program would provide a month long opportunity, three times a year, whereby overdue fines will be waived in exchange for various donated items.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors hereby finds based on the foregoing that a **Donations In Lieu of Fines Program** serves a public purpose in that it will allow patrons an additional way to settle overdue fines that they may not otherwise be able to afford while also contributing to the Yuba County Community; in that all of the donations will be turned over the Yuba County Health & Human Services Department, who will work with local non-profit agencies that work to collect and distribute donated items to those in need in the community.

BE IT RESOLVED that the Yuba County Board of Supervisors pursuant to the foregoing finding does hereby establish the **Donations In Lieu of Fines Program** at the Yuba County Library as follows:

1. A month long opportunity, three times a year, wherein overdue fines will be waived up to a maximum of Fifty Dollars (\$50) in exchange for various donations.
2. Donations will be applied to overdue fines only and shall not be accepted as payment for lost or damaged Library items.
3. The three, one month opportunities will be the month of February, June and October.
4. The Donations for Fines for February, June and October respectively are
 - Food – for each item donated, the library is authorized to waive \$1 in overdue fines.
 - School Supplies – for each school supply donated, the library is authorized to waive \$1 in overdue fines.
 - Coats for Fines – for each coat donated, the library is authorized to waive \$5 in overdue fines.

BE IT FURTHER RESOLVED that the Yuba County Board of Supervisors hereby establishes that **Donations from Fine Angels** who do not have any overdue fines but who want to help the needy of our community shall be accepted as a donations to the **Donations In Lieu of Fines Program** at the Yuba County Library – for each donation that is received and **not** exchanged for a fine the library is authorized in accordance with the respective month and donation to issue a receipt to the donor.

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BE IT FURTHER RESOLVED that the Yuba County Board of Supervisors hereby establishes beginning in 2017 that the **Donations In Lieu of Fines Program** at the Yuba County Library in the months of February, June and October respectively for Food for Fines; School Supplies for Fines; and Coats for Fines is to be conducted on an annual basis in accordance with the hereby approved Procedures and Guidelines for the Donations for Fines Program which is attached hereto marked as **ATTACHMENT "A"** and by this reference incorporated herein as though set-forth in full.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

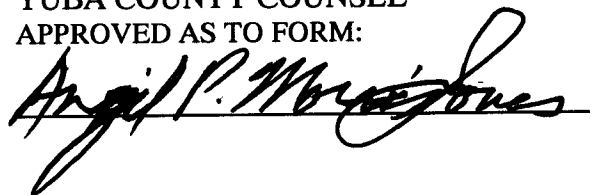
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



ATTACHMENT "A"

THE YUBA COUNTY LIBRARY DONATIONS FOR FINES PROGRAM PROCEDURE AND GUIDELINES

The Yuba County Library Donations in Lieu of Fines Program allows patrons to donate items to waive overdue fines.

As established by the Yuba County Board of Supervisors the program demonstrates the County Library's commitment to assist patrons with financial limitations while simultaneously providing aid to the needy of our community by reaching out and providing assistance to Yuba County residents and giving everyone the opportunity to participate in a Program of helping others.

For one month, three times a year, patrons will have additional ways to settle overdue fines that they may not otherwise be able to afford. Besides contributing to feeding their community, the program will help provide patrons access to library services who may at the moment feel like they can't because of their fines.

Overdue fines will be waived in exchange for the following items:

- February – Food for Fines - for each non-perishable food item donated, the library will waive \$1 in overdue fines.
- June – School Supplies for Fines - for each school supply donated (notepads, pencils, crayons), the library will waive \$1 in overdue fines.
- October – Coats for Fines – for each coat donated (children, adult, new or gently used), the library will waive \$5 in overdue fines.

Donations will be applied to existing fines on the account. Donations cannot be applied to fees, such as Library card replacement and lost or damaged library items. No refunds, change or credits will be given.

The Library will have a collection barrel set up at the circulation desk. Patrons are encouraged to donate as many food and non-food items as they want, however Fifty Dollars (\$50) is the maximum overdue fine that will be waived per account.

Patrons that do not have any overdue fines can be a Fine Angel. You may request your donations be applied to a friend's overdue fines or fellow library patron. Items donated by Fine Angels and not used for overdue fines will receive a donation receipt for tax deductible purposes.

BOARD OF SUPERVISORS

— PROCLAMATION —



HONORING

Kevin DeHoff and the 50th Anniversary of The Country Florist

WHEREAS, in the fall of 1966, a cozy flower shop open Hammonton-Smartsville Road, giving the Yuba County community its first glimpse at The Country Florist; and

WHEREAS, also in 1966 – in what can only be observed as an indication of things to come – an eight year old boy named Kevin DeHoff submitted his floral design creation to a Yuba-Sutter Fair competition and nabbed top honors; and

WHEREAS, Kevin proved to be quite the local entrepreneur in his young years, applying his artistic talents to create items, including evergreen arrangements and tile decorated matchboxes, that he would then sell; and

WHEREAS, in 2008, Kevin purchased the Country Florist at its North Beale Road location in Linda, where it has been since the original shop was displaced by a fire in 1975; and

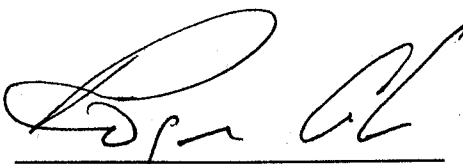
WHEREAS, Kevin, who possesses a quiet, understated, and humble approach to his craft, has wonderfully enhanced the Yuba County staple florist shop – still cozy in nature – so that it fully inspires everyone who enters by a show of spectacular floral arrangements, unique artistic home décor and beautiful jewelry; and

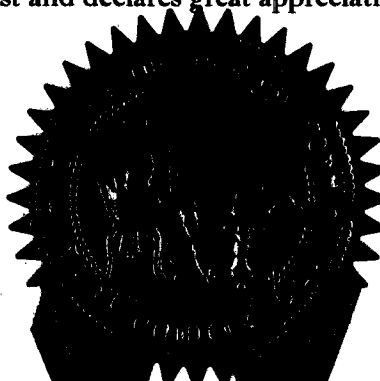
WHEREAS, in what can only be described as a true dedication to his community, Kevin can often be found donating his time to add beautiful floral arrangement to special events, and he has become particularly appreciated for his support of Yuba-Sutter Chamber of Commerce; and

WHEREAS, everyone Kevin meets is greeted by his warm smile, and he is certain to maintain each relationship, as he seems to know which flower will bring a smile to a particular face; and

WHEREAS, Kevin personifies the very definition of a caring person, with his supportive attitude, innovative nature and entrepreneurial spirit that is so important to Yuba County.

NOW, THEREFORE, the Yuba County Board of Supervisors congratulates Kevin DeHoff on the 50th anniversary of The Country Florist and declares great appreciation for the wonderful work he has done in Yuba County.


CHAIRMAN




CLERK OF THE BOARD

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The County of Yuba



(562-1216) Adopt... - 1 of 6

1100 STREET, STE 110
MARYSVILLE, CA 95901

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

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: December 20, 2016
SUBJECT: Resolution establishing procedures for determining public safety officer industrial disability retirement applications

RECOMMENDATION

Request that the Board of Supervisors adopt a resolution establishing procedures for determining public safety officer industrial disability retirement applications.

BACKGROUND

The County of Yuba contracts with CalPERS ("PERS") with respect to the administration of retirement benefits for both sworn public safety officers and non-sworn employees. When a public safety officer asserts that he/she is entitled to an Industrial Disability Retirement ("IDR") as the result of an incapacitating work-related injury that prevents him/her from fulfilling his/her essential job functions, the decision of whether to grant or deny that request is currently reviewed by the Human Resources Director. Under the existing County of Yuba resolution, the Human Resources Director has the authority to make the initial determination approving or denying the IDR request, though the employee may appeal the denial to an Administrative Law Judge (ALJ) and the Worker's Compensation Appeals Board. Under the existing resolution, if an IDR applicant chooses to appeal to an ALJ, the ALJ's proposed decision would be provided to the Yuba County Board of Supervisor who will review the decision and decide whether or not to adopt it. The Yuba County Board of Supervisors then issues a final decision on the IDR.

As a result of changes in state law, Yuba County's resolution establishing the procedures for IDR determinations needs to be revised.

DISCUSSION

The County of Yuba adopted its original resolutions dealing with IDR determinations in 1989. Resolution No. 1989-50 delegated authority for the initial determination to the Human Resources Director, or his/her designee(s) to make an industrial disability determination as respects a public safety officer, and established the procedure by which that determination is made.

Following the adoption of Resolutions 1989-50, legislation was passed which: 1) limits the Human Resources Director's determination of disability to an initial determination; and 2) requires the establishment of an appeals process in the cases where there is a dispute as to whether the involved public safety member is entitled to an Industrial Disability Retirement. On application for an Industrial Disability Retirement (IDR) by a local safety officer employee, Government Code §21154 and §21156 requires that the employing agency make

two determinations. First, the contract agency must determine whether applicant (562-1216) Adopt... - 2 of 6 from the performance of his or her job duties. Secondly, the employing agency must make a determination as to whether or not the physical or mental disability for which applicant claims to be incapacitated arose from the performance of his or her job duties and is directly the result of an industrial injury arising out of and occurring in the scope of his or her job duties.

Based on a thorough review of our current IDR procedures and direction provided by the Board of Supervisors on December 6, 2016, staff recommends that the Board of Supervisors adopt a resolution delegating the authority to the Human Resources Director to make an initial determination of incapacity and whether such incapacity is industrial. In the event that the Human Resources Director's determination is rejected by the applicant and a hearing is requested, the County will utilize the authorized procedure whereby the Board of Supervisors makes the ultimate determination, with an appointed Administrative Law Judge presiding.

FISCAL IMPACT

The fiscal impact is unknown. Associated costs would be dependent upon whether or not an industrial disability retirement applicant appeals an initial determination of disability. If such an appeal were made, the County may incur costs for an Administrative Law Judge to act as a hearing officer and a certified stenographer as required by the Administrative Procedures Act.

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

RESOLUTION ESTABLISHING A) RESOLUTION NO. _____
PROCEDURE FOR INDUSTRIAL)
DISABILITY RETIREMENT DETER-)
MINATIONS OF LOCAL SAFETY)
OFFICER EMPLOYEES OF THE)
PUBLIC EMPLOYEES RETIREMENT)
SYSTEM)

WHEREAS, the California Public Employees retirement law requires that a contracting agency determine whether an employee classified as a local safety member is disabled for the purposes of Public Employees retirement law and whether such disability is industrial within the meaning of the law; and

WHEREAS, the agency has determined that it may delegate authority under Section 21173 of the Government Code to make an initial determination to the Director of Human Resources and Risk Management; and

WHEREAS, pursuant to Government Code §21156, if a local safety member disputes the initial determination issued by the Director of Human Resources and Risk Management as to whether the local safety member is in fact incapacitated from the performance of his or her job duties, the member may appeal the initial determination to the Yuba County Board of Supervisors requesting an evidentiary hearing in compliance with the California Administrative Procedure Act (APA) with an Administrative Law Judge from the Office of Administrative Hearings presiding. The local safety member may appeal the decision Yuba County Board of Supervisors to the Superior Court by filing a Petition for Writ of Mandate (CCP 1094.5); and

WHEREAS, pursuant to Government Code §21156, if a local safety member disputes the initial determination issued by the Director of Human Resources and Risk Management as to whether the disability is a result of an industrial injury occurring in the course and scope of their employment with Yuba County either the local safety member and/or Yuba County shall file a Petition for Finding Fact with the Workers' Compensation Appeals Board (WCAB) pursuant to Government Code §21166. The local safety member may appeal the decision of the Yuba County Board of Supervisors to the Superior Court by filing a Petition for Writ of Mandate. (CCP1094.5)

NOW, THEREFORE, BE IT RESOLVED, by the Yuba County Board of Supervisors that following the filing of an application for Industrial Disability Retirement by a local safety officer under the California Employees Retirement System, the following procedures shall be employed:

1. An initial determination shall be made by the Director of Human Resources and Risk Management upon receipt of written argument, medical reports, medical records and further available evidence offered by either the local safety member (hereinafter referred to as Applicant) or Yuba County to determine whether the local safety member is incapacitated from the performance of his or her job duties and whether said incapacity is the direct result of an industrial injury arising out of and occurring in the course and scope of his or her employment. The determination shall be made within six months of the date of the receipt of the request from CalPERS for determination by Yuba County unless this time requirement is waived in writing by the Applicant. The determination shall be made by the incumbent Director of Human Resources and Risk Management, as designated by the Yuba County Board of Supervisors. Pursuant to Government Code §21154 and at the discretion of Yuba County, Applicant may be ordered to attend medical examination to determine whether Applicant is incapacitated for the performance of his or her job duties.
 - A. If it is determined by the Director of Human Resources and Risk Management that the Applicant is incapacitated, and the incapacity is the direct result of industrial injury occurring in the course and scope of his or her employment, the Director of Human Resources and Risk Management will so certify to CalPERS.
 - B. If it is determined that the Applicant is incapacitated, but that the cause of the incapacity is non-industrial, the Director of Human Resources and Risk Management will so certify to CalPERS.
 - C. If it is determined that the Applicant is incapacitated, and Applicant contends that the cause of the incapacity is the direct result of an industrial injury occurring in the course and scope of his or her employment, in the absence of a prior determination by the Workers' Compensation Appeals Board or stipulation between the parties that the incapacity is the result of industrial injury or disease, either Applicant or Yuba County may petition the Workers' Compensation Appeals Board (WCAB) for a Finding of Fact to determine causation. If the Workers' Compensation Appeals Board (WCAB) determines that the cause of the incapacity is the direct result of an industrial injury occurring during the course

and scope of his or her employment, or non-industrial, Yuba County will so certify to CalPERS.

- D. If Yuba County determines that the Applicant is not incapacitated from the performance of his or her job duties, Yuba County shall notify the Applicant and CalPERS of this determination. Yuba County shall notify the Applicant by certified mail (return receipt requested) or by personal service of his or her right to appeal their decision and request a Hearing within thirty days of receipt of the notice.
2. If the Applicant requests a Hearing, the Hearing shall be held in conformity with the Administrative Procedure Act. When the Applicant requests a Hearing, Yuba County shall notify CalPERS. Yuba County will also notify the Office of Administrative Hearings and request a Pre-Hearing Conference with an Administrative Law Judge and a Hearing date. The Applicant will be informed that the Hearing will be held at the time and place designated by the Office of Administrative Hearings which shall set a Pre-Hearing Conference date and a Hearing date. The Hearing shall be conducted before the Yuba County Board of Supervisors with an Administrative Law Judge acting as the presiding officer.

An administrative record shall be generated at the Hearing pursuant to the Administrative Procedures Act. All testimony shall be recorded by a Certified Shorthand Reporter. However, upon consent of all parties the proceedings may be reported electronically.

Following the Hearing, a decision shall be made by the Yuba County Board of Supervisors and will instruct the Administrative Law Judge to prepare a Decision and Findings of Fact. The Decision and Findings of Fact shall be served on the Applicant by certified mail (return receipt requested) or by personal service. Applicant shall also be advised of his or her appeal rights as follows:

1. If Applicant is found to be incapacitated, Yuba County will so certify to CalPERS. If Applicant is found not to be incapacitated, Yuba County will so certify to CalPERS and shall further serve a copy of the determination on Applicant by certified mail (return receipt requested) or personal service along with notice to Applicant of his or her right to appeal the determination by means of filing a Petition for Writ of Mandate (CCP 1094.5) in the Superior Court within thirty calendar days.

Upon receipt of notice that the Applicant has filed a Petition for Writ of Mandate in the Superior Court or upon expiration of thirty calendar days where Applicant has not filed a Petition for Writ of Mandate, CalPERS will be notified.

2. On the issue of industrial causation, where there has been no prior final determination by the Workers' Compensation Appeals Board, Applicant may file a Petition for Findings of Fact pursuant to the provisions of Government Code §21166 with the Workers' Compensation Appeals Board within the time limits prescribed in CCP Code §1094.6, and

BE IT FURTHER RESOLVED, that the Director of Human Resources and Risk Management is hereby authorized to make applications on behalf of the County for disability retirements of all employees and to initiate requests for reinstatement of such employees who are retired for disability, and

BE IT FURTHER RESOLVED, that Resolution No. 1989-50 is hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

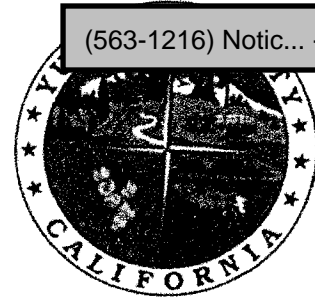

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The County of Yuba

Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us



(563-1216) Notic... - 1 of 22

RECEIVED

DEC 08 2016

Clerk/Board of Supervisors

December 7, 2016

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

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

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT JUNE 30, 2015

Yours truly,

C. Richard Eberle
Auditor-Controller

CRE/kmd
Electronically Filed Copy

**DOBBINS-OREGON HOUSE
FIRE PROTECTION DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2015**

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
JUNE 30, 2015

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P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Directors
Dobbins-Oregon House Fire Protection District
Oregon House, California

We have audited the accompanying financial statements of the governmental activities, and each major fund of Dobbins-Oregon House Fire Protection District (District), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of each major fund of the District, as of June 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America and with the California State Controller's Minimum Audit Requirements and Reporting Guidelines for Special Districts.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-5 and 15 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
September 1, 2016

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Dobbins-Oregon House Fire Protection District's (hereafter referred to as the District) financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2015.

FINANCIAL HIGHLIGHTS

The financial statements included in this report provide insight into the District's financial status for the year.

- The District's assets exceed its liabilities (net position) by \$3,722,754 at June 30, 2015. This is an increase of \$1,934 from the prior year. Of the total net position, \$3,485,808 is invested in capital assets, \$194,447 is the unrestricted portion of net position, and \$42,499 is the restricted portion of net position.
- The District's assets exceed its liabilities (fund balance) by \$236,946 at June 30, 2015. This is an increase of \$47,049 from the prior year.
- At June 30, 2015, the resources available for appropriation in the District's General Fund were \$194,447. Of this amount, \$106,100 is committed for equipment replacement and held as reserves.
- During the year the effects of the District's Activities can be summarized as follows:

<u>Governmental Fund Activities:</u>		<u>Government-wide Activities:</u>	
Revenues	\$ 129,769	Revenues	\$ 115,817
Expenditures	82,720	Expenditures	113,883
Surplus	<u>\$ 47,049</u>	Surplus	<u>\$ 1,934</u>

This is an increase of \$47,049 in fund balance and an increase of \$1,934 in net position from the prior year, respectively.

Using this Annual Report - Overview of the Financial Statements

This report consists of two combined financial statements: the Governmental Funds Balance Sheet/Statement of Net Position and the Statement of Revenues, Expenditures and Changes in Fund Balances/Statement of Activities (Pages 6 and 7). The columns of these statements titled General Fund, Special Revenue Fund, and Total illustrate how the governmental type activities were financed in the short term, as well as what remains for future spending. The columns of these statements titled Statement of Net Position, and Statement of Activities provide information about the financial activities of the District as a whole and a longer view of the District's finances.

Government-wide Financial Statements and Fund Financial Statements

The District has a single governmental fund that is its operating fund. The government-wide financial statements and the fund financial statements have been combined because the District is only reporting on the single program. The government-wide information is included in the columns Statement of Net Position and the Statement of Activities, on pages 6 and 7, and is designed to provide readers with a broad overview of the District as a whole and about its activities for the

current period. They include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting methods used in the private sector. In this method, all of the current year's revenues and expenses are taken into account regardless of when cash is paid or received.

The fund financial statement information is included in the columns General Fund, Special Revenue Fund, and Total. This information focuses on how money flows into and out of the fund and the balance left at period end that is available for spending. The funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental funds information provides a detailed short-term view of the District's general governmental operations and the basic services it provides.

Governmental fund information helps you determine whether there are more or fewer resources that can be spent in the near future.

Examining the net position and/or fund balances is an effective way to measure the District's financial health or position, with increases or decreases in net position/fund balance as an indicator of whether the District's financial position is improving or deteriorating.

The District's Funds - Governmental Funds

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. As the District completed the year, its governmental funds reported an ending fund balance of \$236,946.

The general fund is the chief operating fund of the District. At the end of the twelve-month period ended June 30, 2015, the committed and unassigned balances of the general fund were \$106,100 and \$71,910, respectively. The unassigned balance is available for spending at the District's discretion. The committed fund balance requires the Board of Directors' action to be released from commitment. As a measure of the general fund's liquidity, it may be useful to compare both committed and unassigned fund balances to total fund expenditures for the General Fund.

The special revenue fund is used to account for mitigation fees collected by the County of Yuba from building permits as allowed by California Law AB1600 for the purpose of offsetting increased capital costs due to development. At June 30, 2015, the balance of the special revenue fund was \$42,499. This amount constitutes a balance that is restricted for spending toward capital projects.

BUDGET

Per California Health and Safety Code Section 13890 and 13895, inclusive, the District adopts a preliminary budget each year by June 30. The final budget is adopted by October 1. For fiscal year 2014-2015 the preliminary budget for governmental activities, which includes the general and special revenue funds, was adopted at \$89,323 for revenue and \$89,323 for expenditures. No changes to the budget were made during the year. Actual revenue for fiscal year 2014-2015 was \$129,769 and expenditures were \$82,720.

See page 15 for the budget to actual comparisons. The variance between budget and actual was significant for capital equipment purchases.

DISTRICT ASSETS

At the end of the fiscal year the district had \$3,485,808 invested in capital assets, net of accumulated depreciation. This total is further broken down into the following categories:

Fire and Operating Equipment	\$ 3,108,672
Office Equipment	\$ 6,097
Real Property	\$ 598,744
Buildings	\$ 29,350
Improvements	\$ 2,059
Accumulated Depreciation	\$ (259,114)

More detailed information about the District's capital assets is presented in Note 4 to the financial statements.

FUND CASH BALANCES

The District's funds are held on deposit with the County of Yuba and with a financial institution. Interest generated by these funds is automatically deposited in the account.

The District's general and special tax cash accounts showed an increase of \$14,689 during the fiscal year. The total for these accounts at June 30, 2015 was \$163,946.

The District's special revenue cash account showed an increase of \$8,795 during the fiscal year. The balance of this account at June 30, 2015 was \$42,429.

The balance of funds in financial institutions at June 30, 2015 was \$16,856. This is an increase of \$9,904 during the fiscal year.

ECONOMIC FACTORS AND NEXT YEARS BUDGET

The District expects no significant changes in economic factors that would affect revenue in the upcoming year. Property tax revenues have historically remained constant, with no significant increases in previous years.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. Any questions about this report or requests for additional information may be directed to:

Dobbins-Oregon House Fire Protection District
Attn: Board of Directors
P.O. Box 164
Oregon House, CA 95962

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT (563-1216) Notic... - 9 of 22
GOVERNMENTAL FUNDS BALANCE SHEET/STATEMENT OF NET POSITION
JUNE 30, 2015

	<u>GOVERNMENTAL FUND TYPES</u>				
	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<u>Assets:</u>					
Cash in County Investment Pool	\$ 163,946	\$ 42,429	\$ 206,375	\$ -	\$ 206,375
Cash in Banks	16,856	-	16,856	-	16,856
Interest Receivable	300	70	370	-	370
Capital Assets	-	-	-	3,485,808 (a)	3,485,808
Prepaid Expenses	16,437	-	16,437	-	16,437
Total Assets	<u>\$ 197,539</u>	<u>\$ 42,499</u>	<u>\$ 240,038</u>	<u>3,485,808</u>	<u>3,725,846</u>
<u>Liabilities & Fund Balances</u>					
<u>Liabilities:</u>					
Accounts Payable	\$ 3,092	\$ -	\$ 3,092	\$ -	\$ 3,092
Total Liabilities	<u>3,092</u>	<u>-</u>	<u>3,092</u>	<u>-</u>	<u>3,092</u>
<u>Fund Balances:</u>					
Nonspendable	16,437	-	16,437	(16,437)	-
Restricted	-	42,499	42,499	(42,499)	-
Committed	106,100	-	106,100	(106,100)	-
Unassigned	71,910	-	71,910	(71,910)	-
Total Fund Balances	<u>194,447</u>	<u>42,499</u>	<u>236,946</u>	<u>(236,946)</u>	<u>-</u>
Total Liabilities & Fund Balances	<u>\$ 197,539</u>	<u>\$ 42,499</u>	<u>\$ 240,038</u>		
<u>Net Position:</u>					
Invested in Capital Assets				3,485,808	3,485,808
Restricted				42,499	42,499
Unrestricted				194,447	194,447
Total Net Position				<u>\$ 3,722,754</u>	<u>\$ 3,722,754</u>

(a) Capital assets used in the governmental activities are not financial resources and therefore are not included in the funds.

See accompanying notes

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
STATEMENT OF OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES / STATEMENT OF ACTIVITIES
JUNE 30, 2015

(563-1216) Notic... - 10 of 22

	General Fund	Special Revenue Fund	Total	Adjustments	Statement of Activities
Revenues:					
Current Secured Property Taxes	\$ 11,330	\$ -	\$ 11,330	\$ -	\$ 11,330
Current Unsecured Property Taxes	535	-	535	-	535
Property Taxes Prior Unsecured	5	-	5	-	5
Current Supplemental Property Taxes	230	-	230	-	230
Direct Assessments	78,493	-	78,493	-	78,493
Homeowners Property Tax Reduction	195	-	195	-	195
Fire Mitigation	-	8,531	8,531	-	8,531
Interest	1,044	263	1,307	-	1,307
Contributions	264	-	264	-	264
Fire Auxillary Contributions	14,927	-	14,927	-	14,927
Grants	13,952	-	13,952	(13,952)	-
Total Revenues	120,975	8,794	129,769	(13,952)	115,817
Expenditures:					
Current General Governmental:					
Workers Compensation	5,875	-	5,875	-	5,875
Volunteer Expenses	5,305	-	5,305	-	5,305
Professional Services	3,600	-	3,600	-	3,600
Training & Education	2,028	-	2,028	-	2,028
Site Maintenance	1,289	-	1,289	-	1,289
Utilities	5,027	-	5,027	-	5,027
Insurance	8,415	-	8,415	-	8,415
Office Expenses	967	-	967	-	967
Licenses & Fees	1,355	-	1,355	-	1,355
Dues & Publications	1,298	-	1,298	-	1,298
Fuel	3,598	-	3,598	-	3,598
Maintenance - Vehicles	2,355	-	2,355	-	2,355
Public Relations	1,064	-	1,064	-	1,064
Board Expenses	550	-	550	-	550
Operating Supplies	4,479	-	4,479	-	4,479
Outside Repairs	478	-	478	-	478
Capital Equipment Purchases	35,037	-	35,037	(35,037) (a)	-
Depreciation	-	-	-	66,200 (b)	66,200
Total Expenditures	82,720	-	82,720	31,163	113,883
Excess of Revenues over Expenditures	38,255	8,794	47,049	(47,049)	-
Change in Fund Balances	38,255	8,794	47,049	(47,049)	-
Change in Net Position				1,934	1,934
Fund Balances/Net Position:					
Beginning of the year	156,192	33,705	189,897		3,720,820
	156,192	33,705	189,897		3,720,820
End of the year	\$ 194,447	\$ 42,499	\$ 236,946		\$ 3,722,754

(a) Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is capitalized as fixed assets.

(b) Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported as expenditures in the governmental funds.

See accompanying notes

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

(563-1216) Notic... - 11 of 22

NOTE 1 – NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Dobbins-Oregon House Fire Protection District was organized in 1986 as a special district in Yuba County. The District is located in the community of Oregon House, California and provides fire fighting and emergency services for the residents of Dobbins and Oregon House and all parcels within the District's boundaries. All persons serving the District serve on a volunteer basis, with a five-member governing Board of Directors elected every four years. No Board members receive compensation for serving on the Board although they may receive reimbursement for expenses incurred on behalf of the District.

Basis of Presentation and Accounting

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities and changes in net position) report information on the primary government (District) as a whole.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within sixty days after the end of the current fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Fund Accounting

The District uses funds to maintain its financial records during the year. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts. The District only uses governmental funds.

Governmental Funds

Governmental funds are those through which most governmental functions typically are transacted. Governmental funds reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. Governmental activities consisted of the following major funds:

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

(563-1216) Notic... - 12 of 22

NOTE 1 – NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Governmental Funds - continued

General Fund – The general fund is the main operating fund of the District. Fire and emergency operations and administrative support are the focus of the activity in this fund. Revenues from special taxes assessed under Measure W for fire and emergency services are also included in the General Fund.

Special Revenue Fund – The special revenue fund is used to account for mitigation fees collected by the County of Yuba from building permits as allowed by California Law AB1600 for the purpose of offsetting increased capital costs due to development.

Fund Balances

The Government Accounting Standards Board (GASB) has issued Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54). This Statement defines the different types of fund balances that a governmental entity must use for financial reporting purposes.

GASB 54 requires the fund balance amounts to be properly reported within one of the fund balance categories as noted below.

- **Nonspendable –**

This category includes elements of the fund balance that cannot be spent because of their form, or because they must be maintained intact. For example:

- Assets that will never convert to cash, such as prepaid items and inventories of supplies;
- Assets that will not convert to cash soon enough to affect the current period, such as non-financial assets held for resale; or
- Resources that must be held intact pursuant to legal or contractual requirements, such as revolving loan fund capital or the principal of an endowment.

At June 30, 2015, the District has a nonspendable fund balance of \$16,437.

- **Restricted –**

This category includes resources that are subject to constraints that are externally enforceable legal restrictions. Examples include:

- Funding from the state, federal entities, or foundations that are legally restricted to specific uses. For example, funds advanced by a federal entity under specific agreements for services, or matching funds for specific initiatives.
- Funds legally restricted by county, state, or federal legislature, or a government's charter or constitution.
- Amounts collected from non-spendable items, such as the long term portion of loan outstanding, if those amounts are also subject to legal constraints.
- Funding that has been designated for legally enforceable contracts but not yet spent.

At June 30, 2015, the District has a restricted fund balance of \$42,499.

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

(563-1216) Notic... - 13 of 22

NOTE 1 – NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Fund Balances - continued

- **Committed –**

Two criteria determine the District's fund balance:

1. Use of funds is constrained by limits imposed by the government's highest level of decision making. The highest level of decision making for the District would be the Board of Directors.
2. Removal or modification of use of funds can be accomplished only by formal action of the authority (i.e., Board of Directors) that established the constraints.

Both commitments and modifications or removal must occur prior to the end of reporting period; that is, the fiscal year being reported upon.

At June 30, 2015, the District has a committed fund balance of \$106,100.

- **Assigned –**

The assigned portion of the fund balance reflects the District's intended use of resources, which is established either by the Board of Directors, a body created by the Board, such as a finance committee, or an official designated by the Board. The "assigned" component is similar to the "committed" component, with two essential differences, shown in the following table:

Key Differences Between Committed and Assigned Fund Balance		
	Committed	Assigned
A decision to use funds for a specific purpose requires action of the Board of Directors	Yes	No
Formal action of the Board of Directors is necessary to impose, remove or modify this constraint and formal action has taken place before end of reporting period	Yes	No

Another key difference is that the purpose of the assignment must be narrower than the fund itself. Resources that fit into this category include:

- Appropriation of a portion of existing fund balance sufficient to eliminate a projected deficit in the subsequent year's budget.
- Resources assigned to a specific program or project or organization for which the District has approved a plan or budget
- Resources approved by the District for a long range financial plan where formal approval is not required to modify the amount.

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

(563-1216) Notic... - 14 of 22

NOTE 1 – NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Fund Balances – continued

- **Unassigned –**
This category includes the fund balance that cannot be classified into any of the other categories.

At June 30, 2015, the District has an unassigned fund balance of \$71,910.

If situations arise where there is a possibility of assignment into more than one category, the committed amount will be reduced first, followed by assigned amounts and then unassigned amounts.

Net Position

In the government-wide financial statements, net position is classified in the following categories:

Invested in Capital Assets, Net of Related Debt: This category records capital assets net of accumulated depreciation and reduced by any outstanding balances of bonds, mortgages, notes or other borrowing attributable to the acquisition, construction or improvement of capital assets.

Restricted Net Position: This category represents the net position of the District which is restricted by external sources such as banks or by law. When assets are required to be retained in perpetuity, the non-expendable portion of net position is recorded separately from the expendable portion of net position.

Unrestricted Net Position: This category represents the net position of the District which is not restricted for any project or other purpose.

If situations arise where there is a possibility of assigning an expense into more than one category, the restricted amount will be reduced first, followed by unrestricted amounts.

Budget

The Board of Directors provides for one budget for the District's governmental activities, including the general and special revenue funds, for the fiscal year in accordance with Chapter 7 of the Fire Protection District Law of 1987 as contained in the Health & Safety Code Sections 13890 and 13895, inclusive. The Board prepares a preliminary budget by June 30 and adopts a final budget by October 1. Supplemental appropriations are adopted throughout the year as necessary.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

(563-1216) Notic... - 15 of 22

NOTE 1 – NATURE OF THE ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Fixed Assets

Purchases of fixed assets are recorded among expenditures on the fund financial statements. The District has not retained a fixed asset listing at historical cost for fixed assets purchased prior to June 30, 2009. Therefore, the District has recorded these fixed assets on the government-wide financial statements at estimated replacement value without related depreciation. Capital assets acquired after June 30, 2009 are recorded at historical cost and depreciated over their estimated useful lives, ranging from 7 years for equipment to 20 years for building improvements. The District does not possess any infrastructure assets.

NOTE 2 – SPECIAL TAX COLLECTIONS

Taxes are levied on November 1st of the fiscal year and can be paid in two equal installments. The first and second installments are due November 1st and February 1st, respectively, and are considered delinquent if not paid before the close of business on December 10th and April 10th, respectively. After June 30th, delinquent taxes are in tax default and a property lien attaches to the secured property the following fiscal year on March 1st. Tax default property can be sold after five years.

NOTE 3 – CREDIT RISK, CARRYING VALUE AND MARKET VALUE OF INVESTMENTS

Most cash at June 30, 2015 is pooled for investment purposes and held by Yuba County. Interest is apportioned quarterly to the District based on the average daily balances on deposit with the County. The Yuba County Treasury is an external investment pool for the District and the District is considered an involuntary participant. The District does not own any specific identifiable investments in the pool.

The investments made by the Treasurer are regulated by Article 6 Section 27131 of the California Government Code and by the County's investment policy. Investments are monitored annually by the Treasury Oversight Committee established by the County and by the Board of Supervisors.

State law and the County's investment policy limit investments in commercial paper to the rating of A1 by Standards & Poor's or P1 by Moody's Investors Services. State law and the County's investment policy also limit investments in corporate bonds to the rating of A by Standard & Poor's and Moody's Investors Services. Information regarding categorization of cash and investments held in the Yuba County Treasury can be found in the County of Yuba's financial statements.

The carrying amount and fair value of pooled investments as of June 30, 2015 are as follows:

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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NOTE 3 – CREDIT RISK, CARRYING VALUE AND MARKET VALUE OF INVESTMENTS - continued

	Carrying Amount	Fair Value	Difference
Pooled Investments:			
Yuba County	\$ 206,554	\$206,375	\$ 179

There was a \$179 difference between the carrying value and the fair value of cash and investments in the District's financial statements; this amount is immaterial to the financial statements as a whole, and an adjustment to fair value was not needed for GASB 31 compliance.

Credit Risk

Financial instruments which potentially subject the District to concentrations of credit risk, as defined by FASB Statement of Financial Accounting Standards No. 105, consist principally of cash accounts. The District places its temporary cash with creditworthy, high-quality financial institutions. At June 30, 2015, the District had no funds in excess of Federal Deposit Insurance Corporation (FDIC) insured limits. The District has not experienced any losses in these accounts.

NOTE 4 – FIXED ASSETS

The following is a summary of changes in fixed assets of the District at June 30, 2015:

<u>Description</u>	Balance at June 30, 2014	Additions	Deletions	Balance at June 30, 2015
Fire Equipment	\$ 3,073,353	\$ 3,433	\$ -	\$ 3,076,786
Office Equipment	5,902	195	-	6,097
Real Property	598,744	-	-	598,744
Improvements		2,059		2,059
Buildings		29,350		29,350
Operating Equipment	31,886	-	-	31,886
Total Capital Assets	3,709,885	35,037	-	3,744,922
Less:				
Accumulated Depreciation	(192,914)	(66,200)	-	(259,114)
Total Capital Assets, net of Accumulated Depreciation	\$ 3,516,971	\$ (31,163)		\$ 3,485,808

Depreciation expense for the year ended June 30, 2015 was \$ 66,200.

**DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015**

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NOTE 6 –SUBSEQUENT EVENTS

Events subsequent to June 30, 2015 have been evaluated through September 1, 2016, the date at which the District's audited financial statements were available to be issued. No events requiring disclosure have occurred through this date.

REQUIRED SUPPLEMENTARY INFORMATION

DOBBINS-OREGON HOUSE FIRE PROTECTION DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS
BUDGET TO ACTUAL (NON-GAAP BUDGETARY BASIS)
GENERAL AND SPECIAL REVENUE FUNDS
JUNE 30, 2015

(563-1216) Notice... - 19 of 22

	Original and Final Budget	Actual	Variance (Unfavorable)
Revenues			-
Property Taxes & Assessments	\$ 85,123	\$ 90,788	5,665
Fire Mitigation	-	8,531	8,531
Interest	1,200	1,307	107
Contributions	3,000	15,191	12,191
Grants	-	13,952	13,952
Total Revenues	<u>89,323</u>	<u>129,769</u>	<u>40,446</u>
Expenditures			
Uniforms	5,000	-	5,000
Volunteer Expenses	9,000	5,305	3,695
Professional Services	5,000	3,600	1,400
Training & Education	2,000	2,028	(28)
Utilities	6,000	5,027	973
Maintenance	4,000	1,289	2,711
Insurance	9,000	8,415	585
Workers Compensation	6,000	5,875	125
Office Expenses	5,300	967	4,333
Licenses & Fees	-	1,355	(1,355)
Dues and Publications	-	1,298	(1,298)
Maintenance - Vehicles	7,000	2,355	4,645
Fuel	4,000	3,598	402
Maintenance - Radios	2,000	-	2,000
Public Relations	1,000	1,064	(64)
Board Expenses	500	550	(50)
Admin Training	500	-	500
Operating Supplies	6,000	4,479	1,521
Outside Repairs	-	478	(478)
Capital Equipment Purchases	16,000	35,037	(19,037)
Equipment Reserve	1,023	-	1,023
Total Expenditures	<u>89,323</u>	<u>82,720</u>	<u>6,603</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ -</u>	<u>\$ 47,049</u>	<u>\$ 47,049</u>

There were no differences to reconcile the budget basis financial statements and the GAAP basis financial statements, therefore no reconciliation is shown.

See accompanying notes

P.O. Box 160
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Communication of Significant Deficiencies and Material Weaknesses

To the Board of Directors
Dobbins-Oregon House Fire Protection District
Oregon House, California

In planning and performing our audit of the financial statements of the governmental activities and each major fund of Dobbins-Oregon House Fire Protection District (the District) as of and for the year ended June 30, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered The District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The District's internal control.

Accordingly, we do not express an opinion on the effectiveness of The District's internal control. Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

15-01 Reliance upon Auditor for Generally Accepted Accounting Principles **(Uncorrected from previous year)**

Condition: Management relies on the auditor to recommend footnote disclosures for the financial statements, and to format the financial information into the Government Accounting Standards Board Statement No. 34 reporting format.

Criteria: Auditing standards state that the auditor may not be part of the Organization's internal control system. Someone from within the District should be responsible for preparing full-disclosure financial statements in conformity with generally accepted accounting principles.

Cause: The District does not contract their external certified public accountant to prepare financial statements in conformity with generally accepted accounting principles prior to the annual audit.

Effect: District must rely on auditor to draft financial statements, including footnote disclosures, for the annual audit.

Recommendation: We recommend that, if it becomes necessary for the District to issue financial statements to third party users prior to the annual audit, the District consider the cost benefit of contracting their external accountant to compile their full-disclosure financial statements in accordance with generally accepted accounting principles.

Response: The District has determined that the benefit does not exceed the cost of having its financial statements compiled by their external accountant prior to the annual audit. The District will continue to rely on the auditor to prepare the footnote disclosures and format the financial information as part of the audit process. The District understands that without professional assistance it might release financial statements which would not be in conformity with generally accepted accounting principles and will seek such assistance should it need to issue financial statements to a third party prior to the audit of those financial statements.

This communication is intended solely for the information and use of management Board of Directors, and others within Dobbins-Oregon House Fire Protection District, and is not intended to be, and should not be, used by anyone other than these specified parties.



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
September 1, 2016

P.O. Box 160
Lincoln, CA 95648
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September 1, 2016

To the Board of Directors of
Dobbins-Oregon House Fire Protection District
Oregon House, California

Dear Ladies and Gentlemen,

In planning and performing our audit of the financial statements of Dobbins-Oregon House Fire Protection District (the District), as of and for the year ended June 30, 2015, we considered the District's internal control in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control. However, during our audit, we became aware of matters that are opportunities for strengthening internal controls and operating efficiency. We previously reported on the District's internal control in our report dated September 1, 2016. This letter does not affect our report dated September 1, 2016, on the financial statements of the District.

- **Capitalization policy:**

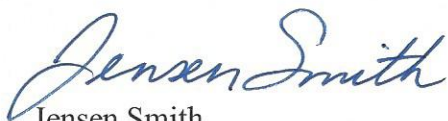
We recommend creating a capitalization policy that specifies when purchases of long-lived assets should be capitalized and when such purchases should be expensed. The policy should provide a minimum dollar cost over which items should be capitalized as well as a general description of the types of items that will be capitalized.

- **Cash disbursement documentation:**

We recommend that all invoices indicate who approved the expense for payment, the date it was approved, and the account the expense should be classified under. Although signature of the check or warrant also indicates approval for payment, signature or initial on the invoice effectively documents review of the supporting invoice and prevents the invoice from being paid twice.

Feel free to contact us if you have any questions.

Sincerely,



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California