

Board of Supervisors

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County of Colusa

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COLUSA COUNTY Board of Supervisors Special Meeting Agenda August 24, 2021

**Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932**

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: 1-916-246-0723
Toll-Free: 1-800-356-8278
Code: 401978 **DO NOT PUT YOUR PHONE ON HOLD**

This line is for listening in only.

11:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment

I. STAFF REPORTS - Note: 3 minutes allowed per Department for Staff Reports.

This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

II. COUNTY ADMINISTRATIVE OFFICE

1. Adopt a Resolution Appointing Dr. Julian Delgado as Interim Health Officer. **Further**, approve a contract with **Dr. Julian Delgado, M.D.** for provision of Interim Health Officer Services to the County, effective August 25, 2021.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview 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 per issue** and each individual or group will be limited to no more than **3 minutes each**.

Note: No Board action shall be taken on comments received.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

**Request For County Board of Supervisors Action**

MEETING DATE: August 24, 2021

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Adopt Resolution appointing Interim Health Officer and approve contract for same

Adopt a Resolution Appointing Dr. Julian Delgado as Interim Health Officer. **Further**, approve a contract with **Dr. Julian Delgado, M.D.** for provision of Interim Health Officer Services to the County, effective August 25, 2021.

Detailed Description/Background of request

Section 101000 of the California Health and Safety Code mandates that all counties appoint a Health Officer and that such appointment will be made by the Board of Supervisors.

Dr. Delgado has agreed to serve as the County's Interim Public Health Officer, while we conduct a search for a permanent replacement. The contract provides for up to 20 hours per month of services from Dr. Delgado at a flat monthly rate of \$3,000, with any additional "as needed" hours as requested by the Director of Health and Human Services to be billed at an hourly rate of \$150. Dr. Delgado is an established physician in the community, who resides and conducts his practice in the City of Colusa, as well as having an office in Williams.

Prior Board Action

None

Fiscal Impact/Funding Source

Maximum payable under this agreement is \$37,895.00 There is no impact to County General Fund. This item is budgeted within the FY 21/22 Health department budget.

Action for the Clerk

Please gather all required signatures. Provide a fully executed copy of the contract to Elizabeth Kelly.

ATTACHMENTS:

- DRAFT BOS Reso Appointing Dr. Julian Delgado As Health Officer (DOC)
- Interim HO Draft (DOC)

RESOLUTION 21-_____**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
APPOINTING DR. JULIAN DELGADO AS INTERIM HEALTH OFFICER FOR THE
COUNTY OF COLUSA**

WHEREAS, California Health and Safety Code section 101000 mandates that the Board of Supervisors shall appoint a health officer;

WHEREAS, California Health and Safety Code section 101000 and California Government Code section 24000 provides that the county health officer is an officer of the County;

NOW, THEREFORE, THE BOARD OF SUPERVISORS appoints Dr. Julian Delgado, M.D., as the Interim Health Officer in Colusa County. Dr. Delgado is a practicing physician and Colusa County resident. He works in the community and is familiar with the local population, environment, and community health needs.

NOW, THEREFORE, BE IT RESOLVED, by the Colusa County Board of Supervisors that Dr. Julian Delgado is appointed Interim Health Officer for the County of Colusa until such time as the appointment is revoked.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 24th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Board Chair

ATTEST: Wendy G. Tyler
Clerk of the Board of Supervisors

By _____,
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

David Prentice, Interim County Counsel

Professional Services Contract for Interim Public Health Officer Services

This Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California, and JULIAN DELGADO, MD, a licensed physician ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Interim Public Health Officer services as described in Attachment "A", Scope of Services.
2. **Term:** This Contract shall begin on August 25, 2021, and shall terminate on June 30, 2022, or until such time that it is terminated by either party as per Section 18, Termination.
3. **Compensation:** County will pay Contractor compensation not to exceed thirty-seven thousand eight hundred ninety-five dollars (\$37,895.00) for the term of this Contract. Payment shall be made as follows and in accordance with Section 4, Method of Payment:
 - A. For the period commencing on August 25, 2021 through June 30, 2022, Contractor shall be paid a base rate of three thousand dollars (\$3,000.00) per month for services as Health Officer, for up to twenty (20) hours per month. August 2021 shall be paid at a prorated amount of six hundred ninety-three dollars (\$693.00).
 - B. For the period commencing August 25, 2021, services in excess of twenty (20) hours per month shall be provided on an as-needed basis as determined by the Director of County Health and Human Services and paid at a rate of one hundred fifty dollars (\$150.00) per hour. Excess services shall not exceed a total of forty-eight (48) hours during the term of this contract.
4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

In addition, upon the provision of any Health Officer services described in Section 1 and in the Scope of Services that are in excess of twenty (20) hours per month, Contractor shall submit an invoice to County at the end of each month for excess services provided in the preceding month. County shall then process payment to Contractor as provided by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

A. Invoices shall:

- 1) Bear Contractor's name as shown on the contract.
- 2) Bear the contract number.

- 3) Itemize the costs incurred.
 - 4) Include a summary of the services provided.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
- A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint

venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.
9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:
 - A. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.
 - B. **Professional Liability Insurance (Medical Malpractice):** County will add Contractor to its professional liability insurance for the term of this contract and only for work performed under this contract.
 - C. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:
 - 1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;
 - 2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;
 - 3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;
 - 4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;
 - 5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or

appointed officers, officials, employees agents, or volunteers;

- 6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and
- 7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

D. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. Proof of Coverage: At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. Performance Standards: Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. Controlling Law Venue: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. Written Notification: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:

County of Colusa
 Department of Health & Human Services
 251 E. Webster Street
 Colusa, California 95932
 Telephone: 530-458-0250
 Facsimile: 530-458-0492

If to Contractor: Julian Delgado, MD
75 Oak Tree Lane
Colusa, CA 95932

- 14. Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.
- 15. Amendments:** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.
- 16. Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.
- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. There shall be no assignment of any or all rights, duties or obligations of Contractor under this Contract, except for those specifically enumerated in the Scope of Work. Contractor shall not subcontract any portion of the work to be performed under this Contract.
- 19. Termination:** This Contract may be terminated for the following reasons:
- A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B. By either party without cause upon fifteen (15) days written notice of termination.
- 20. Partial Invalidity.** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
- 21. Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:
- A. Attachment "A" Scope of Services

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this
____ day of _____, 2021.

COUNTY OF COLUSA**CONTRACTOR**

Gary J. Evans, Board Chair

Julian Delgado, MD

APPROVED AS TO FORM

ATTEST: Wendy G. Tyler
Clerk of the Board of Supervisors

Jennifer Sutton, Sr. Deputy County Counsel

By _____
Melissa Kitts, Deputy

Attachment: Interim HO Draft (6834 : Adopt Resolution Appointing Interim Health Officer and approve contract for same)

Attachment A

Scope of Services

Contractor shall be the appointed Health Officer for Colusa County as required by California Health and Safety Code section 101000. The compensation paid to Contractor shall be for twenty (20) hours per month for Health Officer Services as provided by this Attachment and shall include all the duties and functions mandated by California state law, including Division 101, Part 3, Chapter 2, Article 1 of the California Health and Safety Code:

1. Observe and enforce orders and ordinances of the Board of Supervisors pertaining to public health and sanitation; quarantine orders and other regulations, regulations prescribed by the California Department of Public Health and the Department of Toxic Substances Control; and statutes relating to public health, per Sections 120175 through 120250 of the Health and Safety Code of the State of California.
2. Assess and report on the health status of the community using accepted epidemiological methods and information received as a result of mandated disease reporting statutes. Such assessments will also include the provision of guidance regarding public health issues and ensuring that any issues or risks are communicated to the public timely and effectively.
3. Act as Medical Consultant to the Board of Supervisors and the Department of Health and Human Services regarding community assessments, policy development, assurances and establishing county and community priorities as related to health.
4. Provide medical expertise for mandated health protection functions of county government, including: maternal and child health; child disability prevention; disaster preparedness; sudden infant death; public health laboratory services; environmental health; vital statistics; public health nursing; nutrition; and chronic diseases.
5. Provide for the medical supervision of public health nursing staff as required by their scope of practice per applicable sections of the California Business and Professions Code. Provide medical consultation to clinic programs and staff, including but not limited to immunization clinics and Public Health Nurses. Consultation will be by telephone unless physical presence is deemed medically necessary. Provide prescription as medically indicated for public health clinics.
6. Evaluate, revise and approve Health Department protocols.
7. Review records and reports of cases of Sudden Infant Death Syndrome (SIDS) and Acquired Immune Deficiency Syndrome (AIDS); review and approve birth and death certificates and burial permits.

8. Represent Colusa County at the California Conference of Local Health Officers (CCLHO). Represent the Department of Health and Human Services in health-related county activities in local communities and within the medical community.
9. Act as liaison to and consult with the California Department of Public Health and other groups in the coordination and improvement of services to the county.
10. Provide on-site, physical presence at county facilities, if requested by County.
11. Health Officer shall be personally accessible via telephone, cell phone, email or pager when not on-site or physically present in Colusa County, and will ensure such coverage by another qualified physician in his/her absence.
12. In the event of a major public health outbreak, disaster or event, Health Officer may be authorized to provide additional hours of service as available or necessary.
13. In the event of a disaster, assume the role of the Medical Health Operational Area Coordinator (MHOAC) or appoint a designee. Ensure the development and implementation of a comprehensive medical disaster preparedness plan to guide and protect the local health jurisdiction in the event of a disaster or health-related crisis.
14. Investigate health and sanitation conditions in the county jail and other publicly operated detention facilities within the county.