

Board of Supervisors

J. Merced Corona, District I,
Vice-Chair
Daurice K. Smith, District II
Kent S. Boes, District III
Gary J. Evans, District IV, Chair
Denise J. Carter, District V



County of Colusa

Wendy G. Tyler, CAO/Clerk to the
Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
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COLUSA COUNTY Board of Supervisors

Agenda

September 14, 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.

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of August 31, 2021 Closed Session
- Announcement of Closed Session

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.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 10.

1. BOARD OF SUPERVISORS

Approve the Minutes from the August 31, 2021 Regular meeting.

2. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING
Adopt a resolution authorizing recordation of Parcel Map #20-07 for Jeffrey Miller.
3. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve the 1st Modification of the lease agreement with **Modern Building Systems**, Inc. for the lease of the modular building at the Department of Health and Human Services.
4. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT
Approve agreement (No. 202106) with the **California Department of Public Health Maternal, Child and Adolescent Health (MCAH) Division**, for funding period FY 2021-2022, effective July 1, 2021. Further, authorize the Department of Health and Human Services Public Health and Fiscal staff to sign related documents required by the California Department of Public Health (CDPH).
5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Agreement with **California State University, Chico**, for the placement of social work students.
6. BEHAVIORAL HEALTH
Approve Standard Agreement (No. 21-10076) with the **Department of Health Care Services**, and authorize the Chair to sign all supporting documentation, effective July 1, 2021.
7. PURCHASING AND PROCUREMENT/SHERIFF
Approve 4th Modification of Contract with **Jeff Ball** for inmate haircuts, effective July 1, 2021.
8. PURCHASING AND PROCUREMENT/AG COMMISSION
Approve 1st Modification of Lease Agreement with **Clyde Hladky**, for the lease of office space located at 100 Sunrise Blvd., Suites E and F, for the Colusa County Agricultural Department, effective July 1, 2021.
9. PURCHASING AND PROCUREMENT/AIR POLLUTION CONTROL DISTRICT
Approve 1st Modification of Lease Agreement with **Clyde Hladky** for the lease of office space located at 100 Sunrise Blvd., Suites A-1 and A-2, for the Colusa County Air Pollution Control District, effective July 1, 2021.
10. CLERK-RECORDER/ELECTIONS
Adopt a Resolution appointing Gary Alves, Dennis Clark, and Christine N. Wylie to Reclamation District No. 2047 in lieu of election to serve a 4 year term effective December 3, 2021 to December 5, 2025.

END OF CONSENT AGENDA

III. HUMAN RESOURCES/PERSONNEL

1. Discussion and possible action regarding Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

IV. AUDITOR

1. Approve Special Claims.
2. Adopt A Resolution fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2021-22.

V. HEALTH AND HUMAN SERVICES/DHHS ADMINISTRATION

1. Introduction and first reading by title only to consider a proposed Ordinance authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

VI. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

1. Approve Commercial Lease with **Craig A. Schaap and Pamela A. Schaap**, for the building located at 124 Webster Street, Colusa, CA, to be utilized as the Safe Haven Wellness Center, effective September 1, 2021.

VII. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Discussion and potential direction regarding a Zoning Text Amendment Defining Tiny Homes (Park Trailers) as a type of permitted Accessory Dwelling Unit (PD-21-03).

VIII. SUPERVISORS' REPORTS OR COMMENTS**IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS****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 **5 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: September 14, 2021

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approval of the August 31, 2021 Board of Supervisors meeting Minutes

Approve the Minutes from the August 31, 2021 Regular meeting.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting on August 31, 2021 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Scan into Laserfiche

ATTACHMENTS:

- 08-31-21 Minutes (PDF)

Board of Supervisors

J. Merced Corona, District I,
Vice Chair
Daurice K. Smith, District II
Kent S. Boes, District III
Gary J. Evans, District IV, Chair
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COLUSA COUNTY BOARD OF SUPERVISORS

Minutes

August 31, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 31st day of August 2021 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Marvel speaks to the facial covering mandate and the County Health Officer.

REPORT OUT OF AUGUST 17, 2021 CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION
California Government Code Section 54957 (b) Title: Public Health Officer
Counsel states direction given to staff.
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to California Government Code §54957.6
Designated Negotiator: Dr. Jolene E. Church, Human Resources Director
Employee Organizations: All Units
Counsel states direction given to staff.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session Item as follows:

1. Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(b)-One Case.

I. STAFF REPORTS

Ms. Church announces the following individuals received Kudo cards for the month of July as follows:

Attachment: 08-31-21 Minutes (6858 : Approval of the August 31, 2021 Regular Meeting Minutes)

<u>EMPLOYEE</u>	<u>DEPARTMENT</u>
Paul Spencer	Probation
Andrea Navarro	Auditor's
Margaret Van Warmerdam	Auditor's
Samantha Orozco	Probation
Verena Garvin	DHHS

The card selected for a \$25.00 gift certificate to a Colusa County vendor for July was Samantha Orozco.

Mr. O'Neill speaks to items pertaining to Behavioral Health services in the jail.

Ms. Kelly provides an update on COVID-19 matters.

Mr. Prentice states this is his last meeting and says it was an honor to serve the County.

II. Chair Evans makes time for a Proclamation acknowledging David Brian Whitesell Upon his Retirement as Manager of the Colusa Mosquito Abatement District and reads the following into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ACKNOWLEDGING DAVID BRIAN WHITESELL UPON HIS RETIREMENT AS
MANAGER OF THE COLUSA MOSQUITO ABATEMENT DISTRICT

WHEREAS, David Whitesell began his career as a mosquito control technician with the Sutter Yuba Mosquito Abatement District working for Manager Gene Kauffman.

WHEREAS, Mr. Whitesell was hired with the Colusa Mosquito Abatement District in May of 1985 as a Mosquito Control Technician.

WHEREAS, Mr. Whitesell was promoted to District Manager in July of 1986, where he replaced outgoing Manager Ken Whitesell.

WHEREAS, Mr. Whitesell went through the ranks within the Northern California Region, of mosquito control districts, becoming President of the Mosquito and Vector Control Association of California, in 1999.

WHEREAS, Mr. Whitesell sought reform of Colusa National Wildlife Refuge irrigation practices.

WHEREAS, Mr. Whitesell was instrumental in implementing the Cooperative Agreements with wetland owners within the Colusa Mosquito Abatement District boundaries for reimbursement towards the control of mosquitoes they produce.

WHEREAS, Mr. Whitesell not only was managing the district, but preformed countless hours of mosquito control efforts, operating an RP 2000 ULV Cold Fogger, during months of high mosquito production.

WHEREAS, Mr. Whitesell amassed countless hours of training from the California Department of Public Health to maintain his Gold Card license certification.

WHEREAS, Mr. Whitesell spearheaded the Colusa Mosquito Disease Control Tax in 2014, which passed by a resounding 89.9%.

WHEREAS, Mr. Whitesell was raised and still resides in Colusa with his wife, Kathie, two sons, their wives, and five grandchildren. He now announces his retirement from the Colusa Mosquito Abatement District after 36 years.

NOW, THEREFORE, BE IT RESOLVED the Colusa County Board of Supervisors and the Colusa Mosquito Abatement District Board of Supervisors does hereby honor David Brian Whitesell upon his retirement as Manager for the Colusa Mosquito Abatement District and extends their sincere appreciation for his unwavering dedication and exemplary service to the citizens within the Colusa Mosquito Abatement District.

PASSED AND ADOPTED this 31st day of August, 2021".

BOARD OF SUPERVISORS/COLUSA MOSQUITO ABATEMENT DISTRICT

1. Adopt a Proclamation Honoring David Brian Whitesell upon his retirement as Manager of the Colusa Mosquito Abatement District.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Boes
SECONDER:	Carter
AYES:	Evans, Corona, Boes, Smith, Carter

CONSENT AGENDA

Chair Evans makes time for approval of Consent Agenda Item No.'s 1 through 11.

Supervisor Boes requests to pull Consent Item No. 6 and Supervisor Corona requests to pull Consent Item No. 7.

Chair Evans so directs.

1. BOARD OF SUPERVISORS
Approve the Minutes from the August 3rd and August 17th Regular meeting, and the August 24, 2021 Special meeting.
2. APPOINTMENT/AIRPORT ADVISORY COMMITTEE
Reappoint John Hamill to the Colusa County Airport Advisory Committee to serve a 4-year term effective September 1, 2021 through August 31, 2025. **(Application received: John Hamill)**

3. APPOINTMENT/COLUSA CEMETERY DISTRICT
Appoint Laurie Waters to the Colusa Cemetery District, effective August 31, 2021 through January 26, 2023. **(Application received: Laurie Waters)**
4. APPOINTMENT/CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT
Appoint Leslie Marsh to the Cortina Creek Flood Control and Flood Water Conservation District, effective August 31, 2021 through August 30, 2025. **(Application received: Leslie Marsh)**
5. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING
Adopt **Resolution No. 21-043** authorizing the recordation of Parcel Map No. 19-7-1, Amardev Singh Jouhal and authorize the Surveyor to record same.
8. PURCHASING AND PROCUREMENT/PUBLIC HEALTH
Ratify Contract No. **C21-157**, Amendment No. 1 with the **County of Glenn, through its Health and Human Services Agency**, for shared costs involved in keeping the pre-hospital communications repeater on Mount Saint Johns active.
9. AG COMMISSIONER
Approve Contract No. **C21-158** Cooperative agreement (No. 21-0330-000-SA) with the **California Department of Food and Agriculture (CDFA)** for the Nursery Inspection Program, effective July 1, 2021.
10. PURCHASING AND PROCUREMENT/HOMELAND SECURITY
Approve purchase of three APX6000 Motorola Portable Radios from Sutter Buttes Communications, Inc. utilizing CMAS contract 17724-HGAC (TX) in the amount of \$12,760.58 and authorize Purchasing Agent to sign the purchase order.
11. HEALTH AND HUMAN SERVICES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Evans makes time for Consent Item No. 6.

6. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING
Adopt **Resolution No. 21-044** authorizing recordation of Parcel Map No. 20-06, James Henry Holiday and authorize the Surveyor to record same.

Comments received by Ms. Nordyke and Mr. Plucker.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Boes
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Evans makes time for Consent Item No. 7.

7. SHERIFF/DRUG ENFORCEMENT

Approve out-of-state travel for three (3) Colusa County Task Force Members to attend the California Narcotics Officers Association 57th Annual Training Institute & Law Enforcement Exposition in Reno, NV from November 19-23, 2021.

Comments received by Mr. Navarro and Mr. Ruiz.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Corona
SECONDER:	Carter
AYES:	Evans, Corona, Boes, Smith, Carter

9:30 a.m. PUBLIC HEARING

Chair Evans makes time for a Public Hearing and adoption of a Resolution to approve the submittal of a Program Income Only CDBG application for the Stonyford Community Hall Association Auxiliary (storage) room grant project.

Comments received by Mr. Plucker.

9:35 a.m. Chair Evans opens the Public Hearing and calls for public comment. Hearing none, Chair Evans closes the Public Hearing.

COMMUNITY DEVELOPMENT/PLANNING & BUILDING

1. Approve **Resolution No. 21-045** to approve the submittal of a Program Income Only CDBG application for the Stonyford Community Hall Association auxiliary (storage) room grant project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Corona
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

9:36 a.m. Supervisor Boes recuses himself due to his position on the Karen's House Board and leaves the room.

9:36 a.m. (9:30 a.m. Item on the Agenda)

PUBLIC HEARING

Chair Evans makes time for a Public Hearing and adoption of a Resolution to approve the submittal of a Program Income Only Community Development Block grant application for the Karen's House Home for Abused Women and Children Loan Project.

Comments received by Mr. Plucker.

9:38 a.m. Chair Evans opens the Public Hearing and calls for public comment.

Ms. Hackett states they have been working very hard for this project as there is great need in the County and asks for the Board's support.

9:39 a.m. Chair Evans calls for further public comment and hearing none, Chair Evans closes the Public Hearing.

COMMUNITY DEVELOPMENT/PLANNING & BUILDING

2. Adopt **Resolution No. 21-046** to approve the submittal of a Program Income Only Community Development Block Grant application for the Karen's House, Home for Abused Women and Children Loan Project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Smith
SECONDER:	Carter
AYES:	Evans, Corona, Smith, Carter
ABSENT:	Boes

9:41 a.m. Supervisor Boes rejoins the session and is now seated.

Chair Evans inquires if Section IV, Items 1 through 6 can be approved in one motion.

Counsel states Item's 1 through 5 may be approved in one motion.

Ms. Church states the applicant on Item No. 5 has withdrawn, therefore no action will be needed on Item No. 5 and may be stricken from the agenda.

Chair Evans so directs.

IV. HUMAN RESOURCES/WELFARE ADMINISTRATION

1. Approve a Step 3 appointment for Jaye Kimbell, Eligibility Specialist I, MSC Range 13, \$2,900 per month, effective her date of hire. **(4/5th vote required)**

2. Approve a Step 3 appointment for Kristen Gresham, Eligibility Specialist I, MSC Range 13, \$2,900 per month, effective her date of hire. **(4/5th vote required)**

3. Approve a Step 4 appointment for Sara Eddington, Eligibility Specialist I, MSC Range 13, \$3,048 per month, effective her date of hire. **(4/5th vote required)**

4. Approve a Step 4 appointment for Kenneth Morrow, Eligibility Specialist I, MSC Range 13, \$3,048 per month, effective his date of hire. **(4/5th vote required)**

5. ~~Approve a Step 6 appointment for Takiyah Gibbs, Eligibility Specialist I, MSC Range 13, \$3,368 per month, effective her date of hire. **(4/5th vote required)**~~

Comments received by Ms. Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

HUMAN RESOURCES/WELFARE ADMINISTRATION

6. Approve salary range adjustments for the classifications of Eligibility Specialists effective September 1, 2021 as follows: Eligibility Specialist I from MSC13 (\$2,626 - \$3,368) to MSC17 (\$2,900 - \$3,719); Eligibility Specialist II from MSC17 (\$2,900 - \$3,719) to MSC21 (\$3,204 - \$4,108); Eligibility Specialist III from MSC21 (\$3,204 - \$4,108) to MSC25 (\$3,539 - \$4,537).

Comments received by Ms. Church and Ms. Kelly.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

HUMAN RESOURCES/BEHAVIORAL HEALTH

7. Approve the following actions to be effective September 1, 2021:

A. Delete the existing classification of Therapist I; change the title of the existing "Therapist II" to "Therapist I"; change the title of the existing "Therapist III" to "Therapist II; approve the new classification of Therapist III and allocate to CCEA Professional Unit; further, approve the revised job description to create a flexibly staffed Therapist I/II/III (Senior) classification at the following salary ranges: Therapist I: PF34 (\$4,468 - \$5,724), Therapist II: PF38 (\$4,933 - \$6,319), Therapist III: PF42 (\$5,447 - \$6,977)

B. Change the title of the existing "Quality Assurance Coordinator" to "Quality Assurance Coordinator I"; approve the new classification of Quality Assurance Coordinator II and allocate to CCEA Professional Unit; further, approve the revised job description to create a flexible staffed Quality Assurance Coordinator I/II classification at the following salary ranges: Quality Assurance Coordinator I: PF44 (\$5,724 - \$7,331), Quality Assurance Coordinator II: PF46 (\$6,014 - \$7,703)

C. Change the title of the existing "Clinical Program Manager" to "Clinical Program Manager I"; approve the new classification of Clinical Program Manager II and allocate to CCMC; further, approve the revised job description to create a flexibly staffed Clinical Program Manager I/II at the following salary ranges: Clinical Program Manager I: MGT24 (\$6,179 - \$7,914), Clinical Program Manager II: MGT28 (\$6,822 - \$8,738)

D. Delete the AOD Administrator allocation for the FY 21-22 Budget and replace with the Clinical Program Manager I/II classification

E. Amend the Position Allocation Schedule for the Department of Behavioral Health Services (4013) with the above changes

Comments received by Ms. Church and Mr. O'Neill.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

HUMAN RESOURCES/COMMUNITY DEVELOPMENT DEPARTMENT

8. Approve a Step 5 appointment for Tracy Bybee, Building Inspector II, MSC Range 33, \$5,265 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Boes
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Carter

HUMAN RESOURCES/CAO

9. Approve a Step 4 appointment for Margarita Jimenez, Custodian, MSC Range 06, \$2,561 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

HUMAN RESOURCES

10. Adopt Revised Job Class Table reflecting addition of new classification and classification range changes adopted by the Board on August 31, 2021.

Comments received by Ms. Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Smith
SECONDER:	Carter
AYES:	Evans, Corona, Boes, Smith, Carter

V. HEALTH AND HUMAN SERVICES/DHHS ADMINISTRATION

1. Re-approve Contract No. C21-110, a Memorandum of Understanding with the Regional Housing Authority, for the No Place Like Home Program (NPLH) project to address affordable housing needs in the community for persons with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless.

Comments received by Ms. Kelly.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

VI. PURCHASING AND PROCUREMENT/HUMAN RESOURCES

1. Approve Contract No. **C21-159** with **NEOGOV**, for application tracking software system a Human Resources Management suite.

Comments received by Ms. Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Corona
AYES:	Evans, Corona, Boes, Smith, Carter

VII. AUDITOR

1. Approve Special Claims as Follows:

<u>Invoice #</u>	<u>Fund/Department</u>	<u>Vendor</u>	<u>Amount</u>
250	AIRPORT	SACRAMENTO RIVER AVIATION, LLC	\$60.00
30	CHILD SUPPORT	CALSERVE INC	\$180.00

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Boes
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

VIII. Chair Evans makes time for discussion and possible direction regarding current dry well situation and implementation of emergency household water program. **Further**, adopt a resolution authorizing the County Administrative Officer to submit an Emergency Household Water Program grant application.

Comments received by Lieutenant Jones, Ms. Janice Bell, Ms. Fahey, Mr. Plucker, Mr. Azevedo, and Ms. Tyler.

SHERIFF/OES

1. Adopt **Resolution No. 21-047** authorizing the County Administrative Officer to submit an Emergency Household Water Program grant application in a manner that will allow flexibility to the Drought Task Force to establish updated guidelines and procedures for extended operations as circumstances change.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Boes
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Evans declares a recess at 10:54 a.m. and reconvenes at 11:00 a.m. with all Supervisors present.

IX. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustments No. 003. **(4/5 vote required)**

Comments received by Ms. Moore.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Smith
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

2. Approve FY 21/22 Revenue and Appropriations Intra-Budget Adjustment No. B-22006

Comments received by Ms. Moore.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

X. BOARD OF SUPERVISORS

1. Adopt **Resolution No. 21-048** Designating Portions of Highway 99 in Colusa County in Honor of Fallen Soldiers Private First Class Rueben "Boy" Lopez and Private First Class Justin A. Casillas,

Comments received by Supervisor Corona and Mr. Parsons.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

XI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Smith

Meetings/functions attended:

Special Board of Supervisors meeting
CEDC meeting
Education and Outreach
Constituent calls

Supervisor Boes

Meetings/functions attended:

Special Board of Supervisors meeting
Regional Housing Authority meeting

NACo Resilient Counties Advisory Board meeting
 Karen's House Board meeting
 Constituent calls

Supervisor Carter

Meetings/functions attended:

Special Board of Supervisors meeting
 RCRC Board of Directors meeting
 RCRC ESJPA Board meeting
 Middle Upper Sac Governance meeting
 County Onboarding for new hires
 Colusa Groundwater Authority Board meeting
 North Valley Integrated Regional Management Board meeting
 Butte Subbasin Advisory Board meeting
 Calls to RCRC and CSAC regarding drought funding
 Constituent calls

Supervisor Corona

Meetings/functions attended:

Special Board of Supervisors meeting
 National "Leave No Victim Behind" conference
 Budget Ad-Hoc meeting

Supervisor Evans

Meetings/functions attended:

Special Board of Supervisors meeting
 CDC meeting
 Budget Ad-Hoc meeting
 Sites meetings

Supervisor Boes thanks the Supervisors for adopting the Karen's House Resolution.

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Supervisor Boes states that AB 455 regarding vaccine verification has been placed on hold.

Chair Evans declares a recess at 11:15 a.m. to convene in Closed Session.

XIII. CLOSED SESSION/COUNTY COUNSEL

1. Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(b)-One Case.

Chair Evans adjourned the meeting at 12:00 p.m. to reconvene in Regular Session on September 14, 2021 at the hour of 9:00 a.m.

 Gary J. Evans, Chair

Attest: Wendy G. Tyler,
 Clerk to the Board of Supervisors

Attachment: 08-31-21 Minutes (6858 : Approval of the August 31, 2021 Regular Meeting Minutes)

Regular Meeting

Tuesday, August 31, 2021

9:00 AM

BY _____
Melissa Kitts, Deputy Clerk

Attachment: 08-31-21 Minutes (6858 : Approval of the August 31, 2021 Regular Meeting Minutes)

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Community Development Department

FROM: Kent Johanns

SUBJECT: Recordation of Parcel Map Number 20-07, Jeffrey Miller

Adopt a resolution authorizing recordation of Parcel Map #20-07 for Jeffrey Miller

Detailed Description/Background of Request

On December 2, 2020, the Planning Commission conditionally approved Tentative Parcel Map #20-07. This approval authorized the division of an existing 160.23± acre property, identified as APNs: 022-120-019, 022-120-020, 022-140-023, and 022-140-024, into two parcels (Parcel 1 - 52.82±acres and Parcel 2 107.41± acre)

The project site is located at 961 State Route 45 on the southwest corner of the intersection of State Route 45 and Tule Road.

The purpose of the subdivision is for estate purposes. The property is currently owned by a single individual. The subdivision will allow a portion of the property to be transferred to a family member.

General Plan and Zoning

The project site has a General Plan Land Use Designation of Agriculture General (A-G) and Zoning Classification of Exclusive Agriculture (E-A). The minimum parcel size for land division within areas designated and classified as such is 40 acres. As mentioned above, all of the parcels meet the 40-acre minimum parcel size requirement. Under the current General Plan and Zoning requirements Parcel 1 cannot be further subdivided, but Parcel 2 could be the subject of a Parcel Map creating two parcels in the future.

During the Planning Commission's review of the map, the Commission concurred with staff and found that the proposed parcel map was consistent with the Colusa County's General Plan and Zoning Ordinance. As a result, the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Surrounding Land Use and Compatibility

Surrounding land uses are agricultural and located on parcels ranging from approximately 40+ acres to 652± acres. There is one residence located adjacent to the

project site to the east. There is an existing residence and agriculture accessory buildings located on the site. It is anticipated that the future construction of any additional homes or agricultural processing facilities on the parcels created by the project would be compatible with surrounding land uses considering the large parcel sizes and the Colusa County Right to Farm Ordinance.

Conditions

County staff has reviewed the conditions of approval per the Planning Commission's approval (Resolution No. 20-011) and has determined that the conditions have been met, or will be met when upon development. Condition of Approval #11 requires that future development of areas designated as Flood Zone A will comply with Chapter 33, Flood Damage Prevention, of the Colusa County Code, this conditions is presented on Map Sheet #1. Staff recommends adoption of the resolution authorizing recordation of the parcel map.

Prior Board Action

None.

Fiscal Impact/Funding Source

Staff has not identified any fiscal impact to the County as a result of the parcel map recordation. Cash security in the amount of \$18,938.60 has been received for the prepayment of taxes which are a lien but not yet payable by the Colusa County Tax Collector's office (Attached).

Action for the Clerk

Execute Resolution and notify Surveyor, Daryl Pride that the delivered Parcel Map is ready to be recorded.

ATTACHMENTS:

- Board Resolution Approving Miller TPM 20-07 (DOC)
- Exhibit "A" Final Parcel Map Miller 20-07 (PDF)
- Planning Commission Staff Report & Approval Resolutiion Miller TPM 20-07 (PDF)
- Miller PM Pre-paid Taxes Calculation and Deposit Receipt (PDF)

RESOLUTION NO. 21-_____**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE RECORDATION OF PARCEL MAP NUMBER #20-07**

WHEREAS, the Colusa County Planning Commission has found the Parcel Map #20-07, attached hereto and marked as Exhibit "A" to be in accordance with the adopted Colusa County General Plan and Zoning Ordinance;

WHEREAS, the Planning Commission approved Parcel Map #20-07, with conditions pursuant to Planning Commission Resolution #20-011 on December 2, 2020;

WHEREAS, the County Surveyor reviewed the parcel map and found it is in compliance with the County Subdivision Ordinance and the California State Map Act; and

WHEREAS, the County Surveyor and the Community Development Department staff in their review have determined that the conditions imposed by Colusa County Planning Commission have been complied with.

NOW, THEREFORE, BE IT RESOLVED that Parcel Map #20-07 is approved for recordation and the Clerk of the Board of Supervisors is hereby authorized to sign it.

PASSED AND ADOPTED this 14th day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Board Chair

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

By: _____
Melissa Kitts, Deputy Board Clerk

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Board Resolution Approving Miller TPM 20-07 (6818 : Resolution for PM #20-07, Miller)

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP OF PARCEL MAP NO. 20-07 FOR RECORD; AND WE DO HEREBY STATE THAT IN ORDER TO PASS CLEAR TITLE TO THE LAND DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP THE CONSENT OF NO OTHER PERSONS IS NECESSARY.

JEFFREY MILLER

Jeffrey Miller
JEFFREY MILLER

5/12/21
DATE

ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF YOLO

ON May 12, 2021, BEFORE ME, Paula Hoffart

A NOTARY PUBLIC, PERSONALLY APPEARED Jeffrey

Eugene Miller

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Paula Hoffart

NAME (TYPED OR PRINTED),
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Yolo

COMMISSION EXPIRES: 11/11/2023

COMMISSION # OF NOTARY: 2312324

BOARD OF SUPERVISORS STATEMENT:

I, _____, CLERK TO THE BOARD OF SUPERVISORS, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SAID COUNTY OF COLUSA, STATE OF CALIFORNIA, HAVE ON THIS _____ DAY OF _____, 20____ APPROVED THE PARCEL MAP FOR SUBDIVISION PURPOSES IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED "TENTATIVE" PARCEL MAP HERETOFORE FILED AND APPROVED BY THE COLUSA COUNTY PLANNING COMMISSION ON DECEMBER 2, 2020.

I HEREBY ACKNOWLEDGE THE RECEIPT OF SATISFACTORY SECURITY IN THE COLUSA COUNTY TAX COLLECTOR'S ESTIMATED AMOUNT OF \$ _____ TO INSURE PAYMENT OF TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE.

CLERK OF THE BOARD OF SUPERVISORS
COLUSA COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY

COUNTY TAX COLLECTOR'S STATEMENT:

I, DANIEL A. CHARTER, TAX COLLECTOR FOR THE COUNTY OF COLUSA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THERE ARE NO LIENS OF UNPAID COUNTY OR SPECIAL DISTRICT TAXES AGAINST ANY OF THE LANDS SHOWN ON THE ACCOMPANYING PARCEL MAP, EXCEPT FOR TAXES WHICH ARE A LIEN BUT NOT YET PAYABLE, TAXES OR SPECIAL ASSESSMENTS WHICH ARE A LIEN BUT NOT YET PAYABLE, I ESTIMATE TO BE IN THE AMOUNT OF \$ _____.

ASSESSOR'S PARCEL NUMBERS: 022-120-019, 022-120-020, 022-120-023, 022-120-024

DATED THIS _____ DAY OF _____, 20____

DANIEL A. CHARTER
TAX COLLECTOR
COLUSA COUNTY
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M., IN

BOOK _____ OF PARCEL MAPS AT PAGES _____, AT THE REQUEST OF LAUGENOUR AND MEIKLE.

DOC NO. _____

ROSE GALLO-VASQUEZ
COLUSA COUNTY RECORDER
STATE OF CALIFORNIA

FEE: _____

BY: _____
ASSISTANT/DEPUTY RECORDER

FLOOD ZONE

A FLOOD ZONE DEVELOPMENT PERMIT SHALL BE REQUIRED FOR THE DEVELOPMENT OF PROPERTY LYING WITHIN ZONE "A", COLUSA COUNTY FLOOD PLAIN, COMMUNITY NO. 0611 C, PANEL 0725F, DATED MAY 15, 2003.

SURVEYOR'S STATEMENT

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 ORDINANCE AT THE REQUEST OF JEFFREY MILLER IN FEBRUARY 2020. I HEREBY STATE THAT: THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; ALL THE MONUMENTS SHOWN ON THE WITHIN MAP ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 15th DAY OF APRIL, 2021.



Bryan P. Bonino
BRYAN P. BONINO
L.S. 7521

COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY DIRECTION AND SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I HEREBY STATE THAT THIS PARCEL MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE TIME OF TENTATIVE MAP APPROVAL AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS 19th DAY OF MAY, 2021.



Daryl K. Pride
DARYL PRIDE, P.L.S. 9150
COLUSA COUNTY SURVEYOR

CONDITIONS OF APPROVAL

THE CONDITIONS OF APPROVAL REQUIRED FOR THE DEVELOPMENT OF THE PARCELS CREATED PER THIS PARCEL MAP SHALL BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS APPROVED BY THE PLANNING COMMISSION ON DECEMBER 2, 2020. THE CONDITIONS ARE ON FILE WITH THE COLUSA COUNTY PLANNING AND BUILDING DEPARTMENT.

PARCEL MAP NO. 20-07

FOR

JEFFREY MILLER

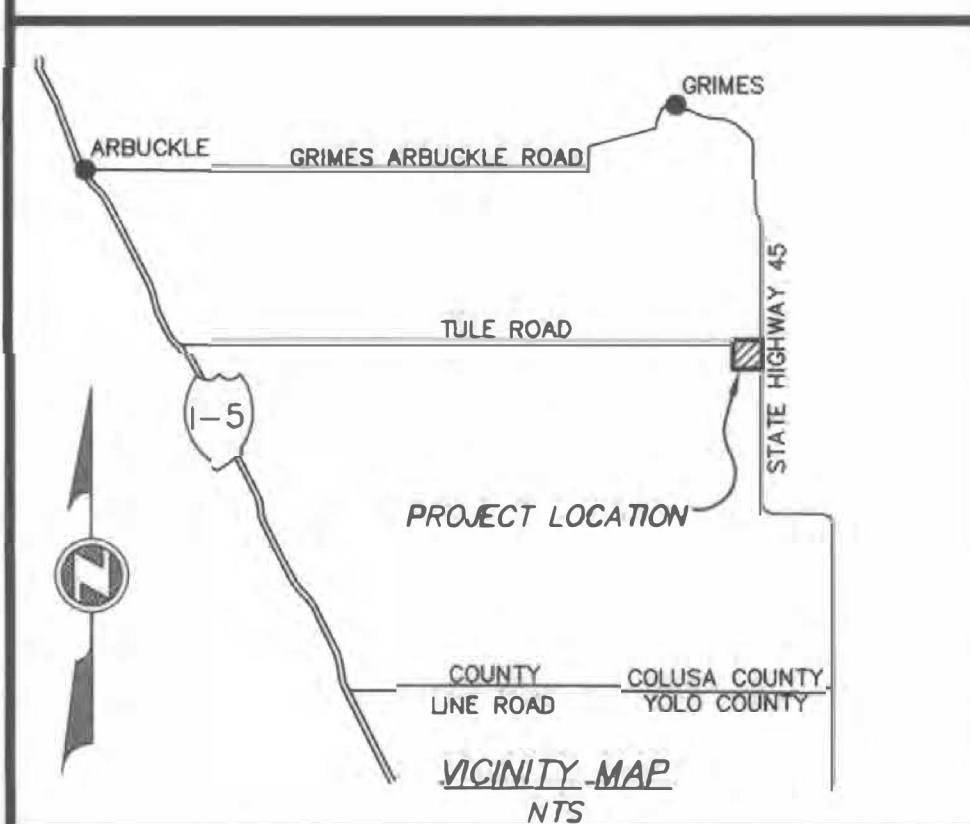
LOCATED IN A PORTION OF SECTION 4 TOWNSHIP 13 NORTH,
RANGE 1 EAST MOUNT DIABLO MERIDIAN
COLUSA COUNTY, CALIFORNIA

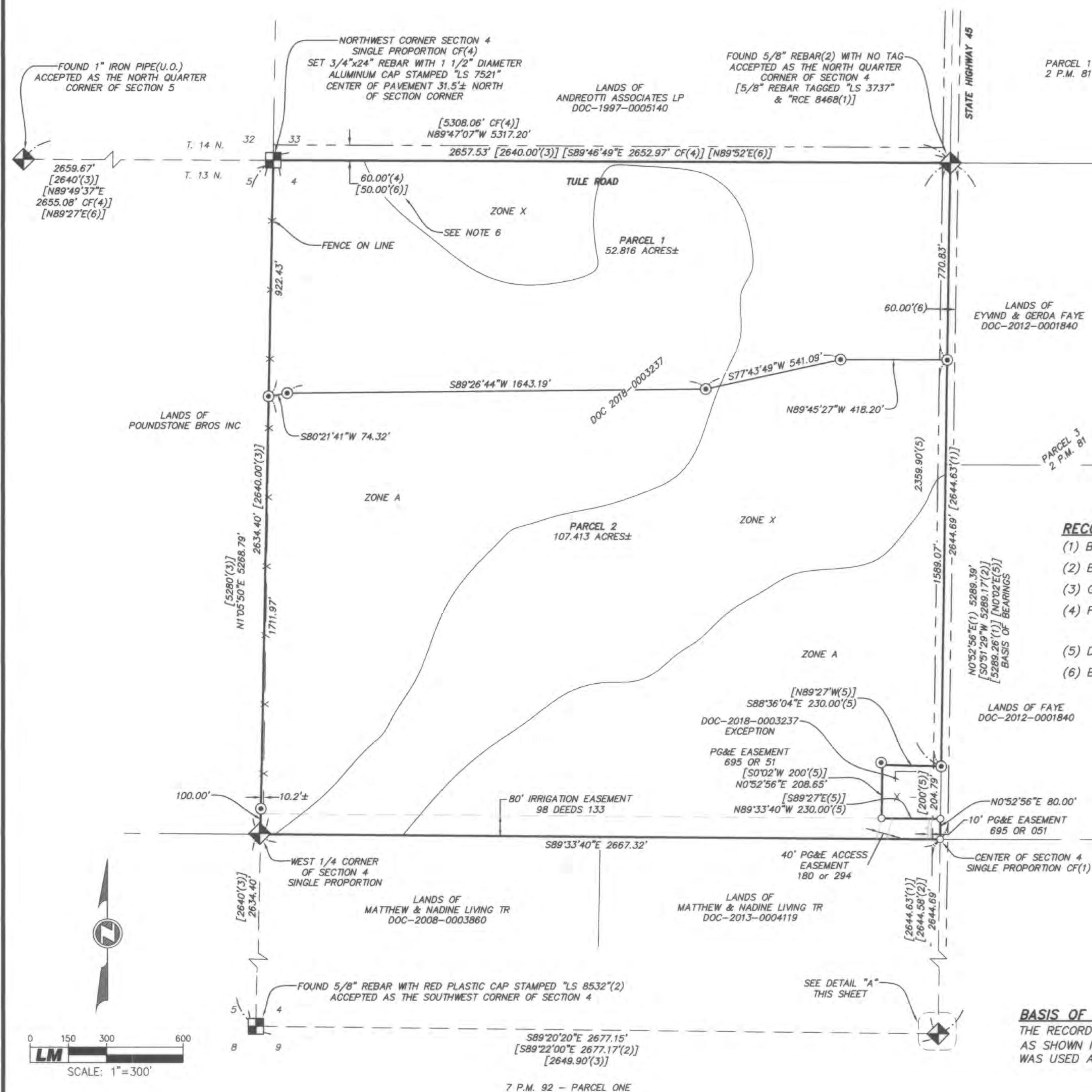
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.imce.net

SHEET 1 OF 2

APRIL 15, 2021

#1536-1





LEGEND OF SYMBOLS AND ABBREVIATIONS:

- INDICATES MONUMENT FOUND AS NOTED
- ⊙ INDICATES SET 3/4"x24" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP STAMPED "LS 7521" UNLESS NOTED OTHERWISE
- INDICATES DIMENSION POINT, NOTHING FOUND, NOTHING SET
- INDICATES SECTION CORNER
- ◆ INDICATES SECTION QUARTER CORNER
- () INDICATES INFORMATION PER RECORD DATA
- [] INDICATES RECORD DATA
- C.C.R. INDICATES COLUSA COUNTY RECORDS
- C.F. INDICATES CALCULATED FROM
- O.R. INDICATES OFFICIAL RECORDS OF COLUSA COUNTY
- P.M. INDICATES PARCEL MAP OF COLUSA COUNTY
- DOC INDICATES DOCUMENT NUMBER, COLUSA COUNTY RECORDS
- FND. INDICATES FOUND
- U.O. INDICATES UNKNOWN ORIGIN
- X — INDICATES FENCE LINE
- — — — — INDICATES PROPERTY LINE
- — — — — INDICATES SECTION LINE
- — — — — INDICATES ROAD RIGHT OF WAY LINE

RECORD DATA:

- (1) BOOK 2 OF PARCEL MAPS AT PAGE 81, C.C.R.
- (2) BOOK 7 OF PARCEL MAPS AT PAGE 92, C.C.R.
- (3) GENERAL LAND OFFICE PLAT FOR T13N, R1E, MDM
- (4) FLAT FILE 5092, PROJECT S-1032 (1) PAGES 7-8, ON FILE AT THE COUNTY SURVEYORS OFFICE
- (5) DOCUMENT NO. 2018-0003237, C.C.R.
- (6) BOOK D OF PLATS AT PAGE 27, C.C.R.

NOTES:

1. ALL DISTANCES ARE GROUND, AND SHOWN IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
2. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE MAY NOT EQUAL OVERALL QUANTITY DUE TO ROUNDING.
3. ALL EASEMENTS AFFECTING THIS PROPERTY PER PLACER TITLE COMPANY, TITLE NO. P-395687, DATED MAY 12, 2020 ARE SHOWN OR LISTED HEREON. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT SUBJECT PROPERTY WHICH ARE NOT SHOWN HEREON.
4. ALL MONUMENT DIMENSIONS PER THIS SURVEY ARE OUTSIDE DIAMETER.
5. ALL AREAS SHOWN ARE GROSS.
6. THE SOUTH RIGHT OF WAY LINE OF TULE ROAD IS THE SAME AS THE NORTH LINE OF SECTION 4 PER THIS SURVEY. THIS WAS DETERMINED BY DISTANCES FROM THE CENTER OF PAVEMENT TO THE SECTION LINE WAS WITHIN 2'± OF PROJECT S-1032(4), WHICH GRAPHICALLY SHOWS 30'.

BASIS OF BEARINGS:

THE RECORD BEARING OF N0°52'56"E, SHOWN HEREON AND AS SHOWN IN BOOK 2 OF PARCEL MAPS AT PAGE 81(1), WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

PARCEL MAP NO. 20-07

FOR

JEFFREY MILLER

LOCATED IN A PORTION OF SECTION 4 TOWNSHIP 13 NORTH, RANGE 1 EAST MOUNT DIABLO MERIDIAN COLUSA COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING

608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 2 OF 2

APRIL 15, 2021



Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

SUBMITTED

Meeting: 12/02/20 09:00 AM
Department: Planning Commission
Category: Public Hearing
Prepared By: Kent Johanns

Initiator: Kent Johanns

Sponsors:

PLANNING COMMISSION (ID # 6165)

DOC ID: 6165

Detail

Applicant: Jeffery Miller
General Plan: Agriculture General (AG)

File: TPM #20-07
Zoning: Exclusive Agriculture (E-A)

Formal Title / Summary

Resolution Adopting Statutory Exemptions and Approving a Tentative Parcel Map for Jeffrey Miller

Action Requested

Public Hearing and adoption of a Resolution approving Statutory Exemptions and approving Tentative Parcel Map (#20-07) for Jeffrey Miller.

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

The proposed Tentative Parcel Map (TPM) application proposes to divide an existing 160.53± acre property into two parcels (Parcel 1 - 52.78± acres and Parcel 2 - 107.75± acre).

APNs:

022-120-019, 022-120-020, 022-120-023, and 022-120-024

LOCATION:

The project site is located at 961 State Route 45 on the southwest corner of the intersection of State Route 45 and Tule Road.

PROJECT AND SITE DESCRIPTION:

The property involved in the land division is 160.53± acres and identified as Assessor's Parcel Numbers 022-120-019, 022-120-020, 022-120-023, and 022-120-024. The project site is zoned Exclusive Agriculture (E-A). Approval of the Tentative Parcel Map would result in the creation of two parcels. Parcel 1 on the northern end of the project site would be 52.78± acres in size. This parcel will encompass the existing home, small accessory buildings (sheds), and two wells. Parcel 2 is 107.75± acres in size would encompass three existing large agricultural buildings (barns) and is located on the southern portion of the project site. The proposed property line is located along an existing gravel driveway and will essential bisect the developed area of the projects site while angling slightly to the south. All of the existing structures would meet the minimum setbacks.

The proposed configuration will also divide the property along the existing agricultural fields. Two existing agriculture fields will be located on the northern parcel and two agriculture fields will be located on the southern portion of the project site. As a result, the newly created parcels could be farmed independently of one another. The project site has historically been used for hay and row crop production. The applicant has indicated the purpose of the project is for estate planning.

ANALYSIS:

General Plan and Zoning

The project site has a General Plan Land Use Designation of Agriculture General (AG) and Zoning Classification of Exclusive Agriculture (E-A). The minimum parcel size for land divisions within areas designated and classified as such is 40 acres. The proposed parcel map meets the criteria.

The project is considered consistent with Colusa County General Plan Policies, specifically AG 1-4, and AG 1-12, which state:

AG 1-4 - Maintain agricultural parcel sizes that are large enough to sustain agricultural activities. The following minimum parcel sizes shall apply to agricultural lands, except in those instances in which a parcel has been physically divided or split by a public work of improvement or public project, such as a highway, a water delivery canal, a water storage facility, or like type of public improvement, authorized and constructed by a public entity: Agricultural General - 40-acres, Agricultural Upland - 80-acres, and Agricultural Transition 10-acres.

AG 1-12 - Agricultural uses shall continue to be protected through on going adherence to implementation of the County's Right to Farm Ordinance (Colusa County Code Chapter 43, Farming Practices

As a result, the project is consistent with the Colusa County General Plan and Colusa County Zoning Ordinance.

Issues and Concerns

Due to the existing land use of farming, the large parcel sizes and limitations under the Exclusive Agriculture zoning the project would result in no impacts related to the subject property and surrounding properties. A portion of the project site is located in FEMA flood zone A. Future development in this area of the project site is subject to Chapter 33. Flood Damage Prevention of the Colusa County Code. No change in land use is proposed and no development impacts are anticipated; as previously stated the parcel split is for estate planning purposes.

Williamson Act

The project site is not under the Williamson Act or Farmland Security Zone contract.

Surrounding Land Use and Compatibility

Surrounding land uses are agricultural and located on parcels ranging from approximately 40+ acres to 652± acres. There is one residence located adjacent to the project site to the east. No development is planned under this application and any future construction would be regulated by the existing zoning code designation of E-A which is not changing. Due to the large parcel sizes, the Colusa County Right to Farm Ordinance, and the existing performance standards of the zoning code no future impacts are anticipated.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The TPM is considered to be statutorily exempt from CEQA due to the low level of development allowable under the E-A zoning and the potential application of the E-A performance standards; no foreseeable changes or impacts are anticipated. Any future development that exceeds the performance standards will be evaluated at that time of proposal to ensure that any required CEQA review is conducted. As a result, the project is considered exempt from CEQA under pursuant to Title 14, Article 5 of the California Code of Regulations Sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this project may have a significant effect on the environment.

SUMMARY

The proposed subdivision is consistent with the General Plan and Zoning requirements and is exempt from CEQA. Based upon the totality of the record, staff is recommending the Planning Commission approve the project by making the motion previously listed.

RESOLUTION NO. 20-011**RESOLUTION OF THE COLUSA COUNTY PLANNING COMMISSION
ADOPTING A STATUTORY EXEMPTIONS AND APPROVING
TENTATIVE PARCEL MAP #20-07 FOR JEFFREY MILLER**

WHEREAS, Jeffery Miller filed an application with the Colusa County Community Development Department for a project to subdivide an existing 160.53± acre property (APNs: 022-120-019, 022-120-020, 022-140-023, and 022-140-024) into a 53.782± acre parcel (Parcel #1) and a 107.749± acres (Parcel #2), as detailed in Exhibit A ("Project");

WHEREAS, the County of Colusa is the Lead Agency and pursuant to the California Environmental Quality Act (CEQA) it has determined statutory exemptions are appropriate for the Project;

WHEREAS, A Notice of Public Hearing for consideration of the proposed Tentative Parcel Map was published in accordance with all applicable requirements; and

WHEREAS, on December 2, 2020 the Planning Commission held a public hearing on the Project at which time the Commission considered all information submitted by County staff and public testimony.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Planning Commission based on facts in the Staff Report, written and oral testimony, and exhibits presented, does the following:

- I. The Commission adopts CEQA statutory exemptions. Specifically, the Project is exempt from CEQA under Title 14, Article 5 of the California Code of Regulations, sections 15060(c)(2) because this project will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15061(b)(3) because there is no possibility this ordinance may have a significant effect on the environment.
 - A. The Commission finds that the proposed statutory exemptions are adequate and reflects the independent judgment and analysis of the County, which is the lead agency.
- II. The Commission approves the application as attached in Exhibit A, subject to conditions found attached as Exhibit B and the following findings:
 - A. The proposed project will not impair the integrity and character of the zone in which the land lies, and that the use would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County.

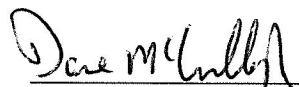
1. The Project would not be incompatible with surrounding land uses in the area
 2. The Project is in a zoning classification conditionally suitable for the proposed use.
 3. The configuration of the parcels and improvement of the property will not conflict with easements, access through or use of the property.
 4. Approval of this project will not be detrimental to the public health, safety and welfare with compliance of the required conditions of approval.
- B. The Project is consistent with the Colusa County General Plan Land Use Element goals and policies for the Agriculture General (AG) land use designation.
- C. The project is consistent with the Colusa County Zoning Ordinance's Exclusive Agriculture (E-A) regulations.

PASSED AND ADOPTED this 2nd day of December, 2020 by the following vote:

AYES: Commissioners Kirk Pendleton, Gail Beduhn, Barry Morrell, and Dave McCullough.

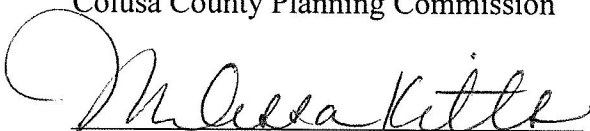
NOES: None.

ABSENT: Commissioner Don Parsons.



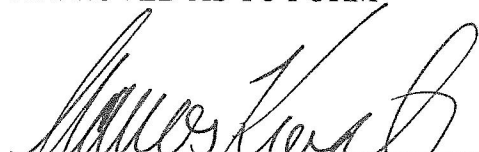
Dave McCullough, Vice-Chair,
Planning Commission

ATTEST: Greg Plucker, Secretary to the
Colusa County Planning Commission



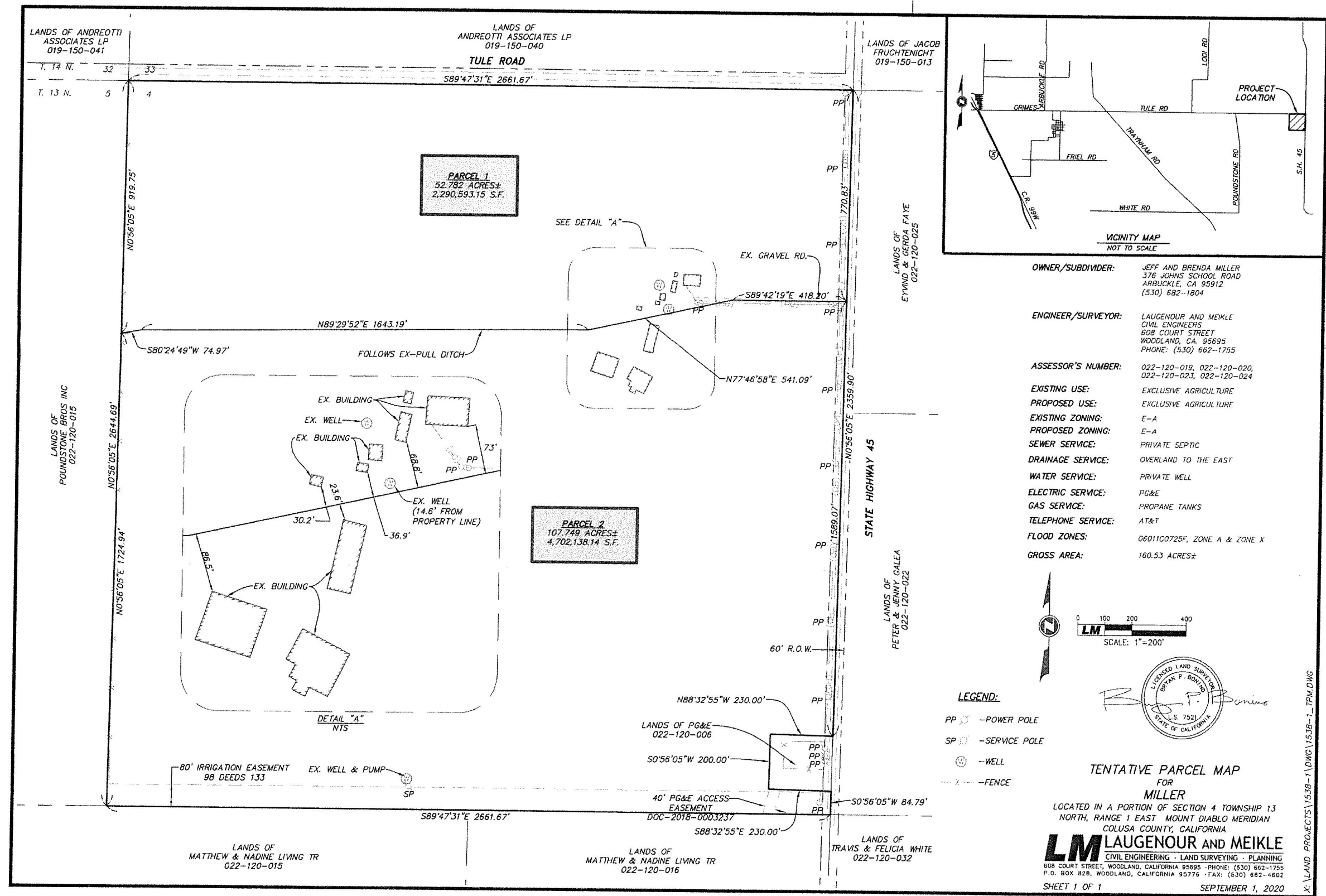
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM



Marcos Kropf, County Counsel

Exhibit "A"



Attachment: Planning Commission Staff Report & Approval Resolution Miller TPM 20-07 (6818 : Resolution for PM #20-07, Miller)

EXHIBIT B

Tentative Parcel Map Conditions for Jeffrey Miller TPM #20-07, Tentative Parcel Map dividing an existing 160.53± acre property into Parcel #1 – 108±-acres and Parcel #2 – 53± acres

CONDITIONS OF APPROVAL:

Department of Planning and Building

1. The final Parcel Map shall conform to Tentative Map #20-7 submitted and on file at the Colusa County Community Development Department and as approved by the Colusa County Planning Commission.
2. The applicant agrees, as a condition of issuance and use of this entitlement, to hold harmless, indemnify and defend the County, at applicant's sole cost and expense, in any claim, action, or proceeding brought against the County after the issuance of this entitlement because of, or resulting from, or related to, any preliminary approval or actual issuance of this entitlement. Applicant will reimburse the County for any damages, costs of any kind including staff time, and attorney fees, including court ordered attorney fees, resulting from any such claim, action or proceeding. The County shall promptly notify the applicant of any such claim, action, or proceeding and will cooperate in its defense. The County may also, at its sole discretion, participate in the defense of any such claim, action, or proceeding but such participation shall not relieve applicant of its obligations under this condition.
3. The applicant shall also comply with all state, federal and local statutes, ordinances and regulations.
4. Applications for future development are subject to the applicable development standards and are subject to the performance standards of the zone in which they are located.
5. All predevelopment conditions shall be noted on the map sheet or an additional map sheet to be recorded.

Environmental Health

6. Prior to new well construction or any well abandonment, the applicant shall obtain the necessary permits and inspection by the Environmental Health Division.
7. Prior to any septage system installation, the applicant shall obtain the necessary permits and inspection by the Environmental Health Division.

Public Works

8. Prior to the issuance of any building permits, all weather access roads shall be constructed to the building site, conforming to County Standards and Fire Department requirements.
9. Any work within the County Road Right-of-way shall require an encroachment permit.

10. All existing and proposed easements shall be shown on the final Parcel Map.
11. Applications for future development are subject to the requirements of Chapter 33, Flood Damage Prevention, of the Colusa County Code.

NOTATION:

A minor change(s) may be approved administratively by the Planning Director pursuant to Section 44-1.90.080(B)(1-5) of the Colusa County Code.

Should the Planning Director determine that any proposed change(s) does not qualify under the provisions of Section 44-1.90.080(B)(1-5), said change(s) shall be processed pursuant before the original review authority pursuant to Section 44-1.90.080(C,D,E) of the Colusa County Code.

COUNTY OF COLUSA - CASH RECEIPT DEPOSIT

Date: 8/25/2021 Prepared By: Stephanie Juarez

Dept Name: TTC Payment from: Pre Payment of Taxes

Description: 022-120-023,022-120-024,022-120-019,022-120-020

Select Backup Submission Option: Backup Included

AMOUNT	TENDER TYPE
	Cash
18,938.60	Check
	Direct Deposit
	Other
18,938.60	TOTAL

Please deposit the following:

[illegible]

Email for Receipt:

spjuarez@countyofcolusa.com

Treasurer's Use Only

Received by:

Receipt No.

Parcel Map Pre-Paid Taxes

Assessment Number: 022-120-024

Name on Current Roll: Miller Jeffrey

Payment of Estimated Tax for Fiscal Year: 2021 / 2022

Current Fiscal Year: 2020 / 2021

Current Taxes: 6499.26

Current Supplemental: _____

Prior Supplemental: _____

Subtotal: _____

Subtotal X 3%: 194.98

Total Estimated Taxes: 6694.24

Paid by: Jeffrey and Brenda Miller

Address: 374 John School Rd
Arbutus, CA 95912

Date Paid: 8-25-21

Deposit Receipt #: 200698

JE # _____ Date: _____
 (Transferring from trust to taxes)

Attachment: Miller PM Pre-paid Taxes Calculation and Deposit Receipt (6818 : Resolution for PM #20-07, Miller)

Parcel Map Pre-Paid Taxes

Assessment Number: 022-120-0243

Name on Current Roll: Miller Jeffrey

Payment of Estimated Tax for Fiscal Year: 2021 / 2022

Current Fiscal Year: 2020 / 2021

Current Taxes: 4388.50

Current Supplemental:

Prior Supplemental:

Subtotal:

Subtotal X 3%: 131.66

Total Estimated Taxes: 4520.16

Paid by: Jeffrey and Brenda Miller

Address: 376 John School Rd
Arduwkie, CA 95912

Date Paid: 8-25-2021

Deposit Receipt #: 200698

JE # _____ Date: _____
 (Transferring from trust to taxes)

Attachment: Miller PM Pre-paid Taxes Calculation and Deposit Receipt (6818 : Resolution for PM #20-07, Miller)

Parcel Map Pre-Paid Taxes

Assessment Number: 022-120-019

Name on Current Roll: Miller Jeffrey

Payment of Estimated Tax for Fiscal Year: 2021 / 2022

Current Fiscal Year: 2020 / 2021

Current Taxes: 3749.44

Current Supplemental:

Prior Supplemental:

Subtotal:

Subtotal X 3%: 112.48

Total Estimated Taxes: 3861.92

Paid by:

Jeffrey and Brenda Miller

Address:

376 John School Rd

Arbutkie, WA 95912

Date Paid:

8-25-21

Deposit Receipt #:

200698

JE # _____ Date: _____
(Transferring from trust to taxes)

Attachment: Miller PM Pre-paid Taxes Calculation and Deposit Receipt (6818 : Resolution for PM #20-07, Miller)

Parcel Map Pre-Paid Taxes

Assessment Number: 022-120-020

Name on Current Roll: Miller Jeffrey

Payment of Estimated Tax for Fiscal Year: 2021 / 2022

Current Fiscal Year: 2020 / 2021

Current Taxes: 3782.80

Current Supplemental: _____

Prior Supplemental: _____

Subtotal: _____

Subtotal X 3%: 113.48

Total Estimated Taxes: 3862.28

Paid by: Jeffrey and Brenda Miller

Address: 374 John School Rd
Arbuckle, CA 95912

Date Paid: 8.25.21

Deposit Receipt #: 200098

JE # _____ Date: _____
 (Transferring from trust to taxes)

Attachment: Miller PM Pre-paid Taxes Calculation and Deposit Receipt (6818 : Resolution for PM #20-07, Miller)



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: First Modification of the Agreement C15-113 with Modern Building Systems, Inc.

Approve the 1st Modification of the lease agreement with **Modern Building Systems**, Inc. for the lease of the modular building at the Department of Health and Human Services.

Detailed Description/Background of request

In June 2015 the County entered into a 15-year lease agreement with Modern Building Systems, Inc. for the installation and lease of the modular building at the Department of Health and Human Services.

Now the parties wish to modify the Section Six of Exhibit A of the Agreement to indicate a new Project Manager who will be a new contact person from the Modern Building Systems, Inc., since the previous Project Manager is no longer with the company.

Prior Board Action

Approval of C15-133 on 6/30/2015

Fiscal Impact/Funding Source

None

Action for the Clerk

Please obtain required signatures and send both copies of the approved modification to the address shown below, requesting return of one (1) fully executed copy of the modification for county records.

The modification may be sent to:

Modern Building Systems

P. O Box 110

Aumsville, OR 97325

Attn: Ken Mero

ATTACHMENTS:

- First Modification to C15-113 (DOCX)
- C15-113 Modern Building Systems Inc (PDF)

C _____ - _____

First Modification of Contract C15-113 for Lease of a Modular Building for DHHS

This First Modification of Contract C15-113 for Lease of a Modular Building for DHHS is between Colusa County (County), a political subdivision of the State of California, and Modern Building Systems, Inc. (Contractor), an Oregon corporation.

Background

On June 30, 2015, the parties executed contract C15-113 for Lease and Installation of a new modular building at the Department of Health and Human Services ("Contract"). Modern Building Systems installed the building and has assigned the Project Manager as a contact person to the project during the installation and the term of the lease.

The parties now want to modify the Contract to appoint another Project Manager.

Modification

The parties agree to modify the Contract effective September 14, 2021, as follows:

- Exhibit A, Section Six – Project Staffing, Project Manager, is replaced with the following:

Project Manager: Ken Mero
 9493 Porter Road
 P.O. Box 110
 Aumsville, OR
Kmero@modernbuildingsystems.com
 503-749-4949

COUNTY OF COLUSA

MODERN BUILDING SYSTEMS, INC.

 Gary J. Evans, Board Chair

Date: _____

 Signature

Date: _____

 Printed Name and Title

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

by _____
 Ann Nordyke, Deputy

C _____ - _____

APPROVED AS TO FORM

Richard Stout, County Counsel

LEASE AGREEMENT**LESSOR:**

Modern Building Systems, Inc.
 PO Box 110
 9493 Porter Road
 Aumsville, OR 97325

LESSEE:

Colusa County Health and Human Services
 251 E Webster St.
 Colusa, CA 95932
 Job # _____ PO # _____

In consideration of the terms and conditions contained herein Lessor and Lessee agree as follows:

Lessee agrees to lease the Building (as defined below) from Lessor as of, date to be determined, for a minimum lease period of 180 months in accordance with the terms and conditions attached hereto.

The "Building" is a 54' x 68' Custom building, unit # TBD, serial # TBD, and containing 3672 square feet of space, to be provided by Lessor as per the Technical Package - Plans, Specifications and Scope of Work attached hereto as Exhibit A, which is incorporated herein by reference. The Building shall be located at: 251 E Webster St. Colusa, CA 95932 (the "Location").

RENTAL: For the minimum lease period, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, rent in monthly installments of \$5,901.36 plus local sales tax. Such monthly rent shall be paid by Lessee in advance on the 1st day of each month. (This rent amount is subject to adjustment as provided herein.) Applicable state and local sales and use taxes and other direct taxes (as provided in the Terms and Conditions) shall be due and payable to Lessor by Lessee monthly as invoiced.

INSTALLATION AND REMOVAL FEES: In addition to rent, Lessee agrees to pay Lessor, by check at Lessor's office in Aumsville, Oregon, a delivery, installation and site work lump sum as identified in Exhibit A of \$360,159.19. Fifty percent 50% shall be due prior to start of installation and the balance shall be paid through schedule of values invoicing. A removal and return fee will be the lesser of actual costs plus 15% or \$360,000. The removal and return fee shall be paid with the final rental payment, before removal of the Building. Delivery and return are subject to permits, pilot cars and highway restrictions. Lessor is not responsible for any site work, excavation/backfill or utilities or their connections (e.g., power, water, sewer, telephone/data) at the Location, unless specifically contracted herein to do so.

STAIRS: Lessee agrees to lease 0 set(s) of stairs for \$0.00 per month. If the stairs are not returned to Lessor, Lessee will be charged \$750 per set. If the steps are returned damaged, Lessee will be charged accordingly for the repair or replacement.

CLEANING AND KEYS: The Building will be cleaned upon return to Lessor at Lessee's sole expense. The cleaning charge shall be Lessor's actual expense or \$1,000.00,

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whichever is larger. Lessee shall be liable for any and all damage to the Building and its accessories. If keys are not returned with the Building, Lessee will be charged \$50.

The terms of this Lease Agreement ("Lease") shall not be affected by the terms of any Lessee purchase order, all of whose terms are rejected.

Signed by duly authorized agents this 30th day of June, 2015.

Lessor: Modern Building Systems, Inc.

By: _____

Title: _____

Lessee: Colusa County

By: _____

Title: _____

TERMS AND CONDITIONS

1. This transaction is a lease and not a sale. Lessee does not acquire any right, title or interest in the Building, except the right to possess and use the Building under this Lease, so long as Lessee is not in default.

2. In addition to the payment of rent, Lessee shall pay Lessor for all sales and use taxes, other direct taxes and registration fees imposed by federal, state or other taxing authorities and allocated by Lessor on either an individual or prorated basis for any units of the Building.

3. Lessee will, at its sole cost, keep the Building at all times in good repair and operating condition and free of all liens and encumbrances. Lessee shall replace all worn or broken parts with new parts acceptable to Lessor. Upon termination of this Lease, Lessee will return the Building to Lessor in at least as good a condition and state of repair as delivered to Lessee, ordinary wear and tear excepted. Until restoration or repairs have occurred to the satisfaction of Lessor, Lessee shall continue to be liable for rent on any Building returned (a) with accessories, attachments or other items missing; (b) requiring repairs of any kind or requiring restoration to original specifications; or, (c) with alterations or modifications performed by Lessee. If Lessee does not make the required repairs or restoration, Lessor shall determine the amount due for them for which Lessee shall be responsible and rent on the Building will continue to accrue until that amount is paid by Lessee.

4. If this Lease is for a custom Building that is ordered in accordance with Lessee's specifications and is not from Lessor's current inventory, the rent commencement date shall be the date on which the Building is installed at the Location. If the installation is delayed by any act or omission of Lessee, rent payments shall commence once Lessee is notified of the completion of the Building.

5. In the performance of its obligations, Lessor shall not be responsible for events beyond its reasonable control, including, without limitation, delays or impossibility of manufacturing, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strikes and acts of God.

6. In no event shall Lessor be responsible for consequential damages, including, without limitation, loss of use or lost profits. These damage limitations shall apply regardless of the nature of the claim, including without limitation, those based upon contract, tort (including negligence), warranty or statute.

7. Lessee shall provide free and clear access for delivery and return of the Building by standard mobile transport vehicle. Lessee shall provide firm and level ground or no more than a six-inch slope from one end to the other for safe and unobstructed installation of the Building. The site selection is the sole responsibility of Lessee. Lessor shall have no responsibility or liability for any inadequacy of the location for the setup or use of the Building. Lessee is solely responsible for obtaining any required permits for the installation and use of the Building at the Location.

8. Lessor may at any time following the expiration of the minimum lease period, request Lessee to return the Building to the location designated by Lessor.

(a) If Lessee, without any further written agreement, shall continue to possess or occupy the Building beyond the minimum lease period, Lessee shall then be deemed to have renewed this Lease on a month-to-month basis at the rental rate in Lessor's monthly published lease rate(s) then in effect.

(b) If Lessor elects to terminate this Lease upon the expiration of the minimum lease period, rent shall continue until the Building is returned to the location designated by Lessor and Lessee pays Lessor all unpaid rents and charges allocable to the returned Building that have accrued as of the date the Building is returned.

9. ~~Lessor shall not be liable for claims or damages of any kind whatsoever, whether to person or property, arising from or in any way connected with the Building or Lessee's use thereof.~~ 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.

10.

(a) Upon delivery of the Building to the Location, Lessee will assume the entire risk of loss to the Building until the Building is returned to Lessor. Lessee represents that it is insured in all of its business activities and shall insure its interests in and obligations with respect to the Building. The Building shall be covered by a standard, comprehensive property insurance policy, covering the full replacement value of the Building with any insurance payment thereunder payable to Lessor. Lessee shall be responsible for any deductible amounts. If Lessee fails to obtain or maintain such insurance at Lessee's cost, Lessor may obtain such insurance, but Lessor shall not be obligated to do so. In the event of any damage to or loss or destruction of the Building occurring subject to insurance, Lessor may, at its sole election, determine to repair or replace the Building.

(b) Lessee shall maintain a general liability insurance policy in the minimum policy amount of \$1 million. Lessor shall be named as an additional insured under the policy. Lessee shall be responsible for any deductible amounts.

(c) Before the installation of the Building, Lessee shall provide Lessor a certificate of insurance verifying that Lessee has obtained the required insurance coverage.

11. The following shall constitute Events of Default: (a) Lessee fails to pay any rent or any other amount herein provided within 10 days after the same is due and payable; (b) Lessee fails to comply with any provisions of this Lease; (c) Lessee abandons the Building; (d) Lessee ceases doing business as a going concern; (e) any proceeding in bankruptcy, receivership or insolvency is commenced by or against Lessee or Lessee's property, or if Lessee makes an assignment for the benefit of creditors; (f) Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this Lease; (g) Lessee commits any act of assignment, including permitting any other entity or person to use the Building; (h) Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other Building inventory; (i) Lessee breaches any of the terms of any loan or credit agreements, or defaults thereunder; and (j) if there is more than one lease existing between Lessor and Lessee, Lessee defaults under any other such lease.

12. Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies Lessor may have, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare the entire amount of rent for the minimum lease period immediately due and payable without further notice or demand to Lessee.

(b) Lessor may recover all rents and other amounts due as of the date of such default.

(c) Lessor and its agents may, with at least 3 business days' notice to Lessee, enter the building for repossession purposes, and may, without liability or legal process, enter into any premises of or under control of Lessee or any agent of Lessee where the Building

(c) and its accessories may be believed to be located and attempt to repossess the Building, disconnecting and separating it from any other property and using all means necessary or reasonable to take possession of the Building and its accessories. Lessee hereby waives any claim or cause of action of any kind whatsoever against Lessor growing out of the removal, repossession or retention of the Building, including, without limitation, claims for trespass or conversion.

(d) Lessor may obtain provisional process or injunctive relief to recover possession of the Building and its accessories. Lessee hereby waives any objection to such relief.

(e) Lessor may pursue any other remedy now or hereafter existing at law or in equity.

All such remedies are cumulative, and may be exercised concurrently or separately.

13. Rents and charges not received by Lessor within 30 days of the invoice date shall accrue a late charge of (a) 1 1/2 percent per month or (b) the maximum rate permitted by law, whichever is lower.

14. When the minimum term of this Lease exceeds 11 months, the rental charge shall be subject to adjustment, based upon the All Items Consumer Price Index ("CPI") for the United States (United States Bureau of Labor Statistics, 1967 base period) calculated as follows: For each change of one index point in the CPI, the rental rate shall be adjusted by a factor of 0.5 percent. Any adjustments shall take effect at the end of the sixth month following the commencement date of this Lease and will be further adjusted each six months thereafter. Said adjustment will be based on the most recent CPI indices before the invoicing of each rental charge.

15. Should the Lessee elect, for any reason, to terminate this Lease at any time before the end of the minimum lease period, the entire unpaid balance of the rent due hereunder shall immediately become due and payable. Such termination shall become effective only when the Building is returned in good condition to the location designated by Lessor and pays Lessor all unpaid rents and charges allocable to the returned Building.

16. If it has fulfilled all of its obligations under this Lease, Lessee has the option to extend this Lease in one-year increments after the expiration of the initial term hereof. All of the terms and provisions of this Agreement shall remain the same in the event of any such annual extension, except that the CPI adjustment described above shall be applicable to the first months of the extension. Should Lessee wish to so extend this Lease, Lessee must give Lessor 30 days' written notice of such election before the expiration of the term hereof or before the expiration of any previously extended term hereof.

17. Lessee shall, at Lessee's sole cost, obtain any and all licenses, titles, permits and other certificates as may be required by law or otherwise for Lessee's lawful operation, possession or occupancy of the Building. Lessee shall provide for all maintenance, upkeep, repair, utilities and operational costs of any nature whatsoever pertaining to the Building in a careful manner so as not to expose the Building to damage. All permits, certificates of title or registration applicable to the Building shall reflect Lessor's ownership thereof.

18. Lessee shall not remove the Building from the Location without prior written approval from Lessor. Lessee shall notify Lessor immediately of any attempted levy or seizure of the Building and shall indemnify and hold Lessor harmless from and against any loss or damage resulting therefrom. Lessor may inspect the Building from time to time. If Lessor believes the Building to be overloaded beyond

normal capacity or misused, abused or neglected, Lessor may summarily remove and repossess the Building upon five days' prior written notice to Lessee. In that event, Lessee shall be liable for the total unpaid amount for the minimum lease period.

19. If at any time Lessor retakes the Building and there is any other property owned by Lessee or in the custody or control of Lessee attached to or contained within the Building, Lessor may take possession of such other property and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of and at the sole expense of Lessee. In addition, Lessee shall indemnify, defend and hold Lessor harmless from and against any claims relating to damage to the property of Lessee or any other persons suffered or sustained during repossession of the Building by Lessor.

20. Lessee agrees that the Building will not be used for any residential purposes. Lessee shall not make or permit any unlawful use or handling of the Building and shall not, without Lessor's prior written consent, make or permit any changes, alterations or improvements in or to the Building or remove therefrom any parts, accessories or attachments.

21. This Lease may not be assigned by Lessee, nor may all or any part of the Building be sublet by Lessee without the prior written consent of Lessor. Lessor may assign this Lease and the rent.

22. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering the same personally to an authorized representative of the party to be notified, or upon mailing such notice, by registered or certified mail, return receipt requested, to the party to be notified, at its address hereinafter set forth, or at such other address within the United States as the party to be notified may have designated prior thereto by written notice to the other party.

23. Each person signing this Lease represents and warrants that such person has all requisite power and authority necessary to execute this Lease and to perform the party's respective obligations hereunder and that this Lease is binding upon and enforceable against the party represented by that person. This Lease shall inure to the benefit of and shall be binding upon the respective successors in interest and permitted assigns of the parties hereto.

24. Lessee's obligations set forth herein shall survive the termination of this Lease.

25. This Lease contains the entire agreement and understanding between the parties and supersedes and replaces all prior or contemporaneous communications, understandings or agreements, whether verbal or written.

26. This Lease shall be governed by and construed in accordance with the laws of the state of California. The exclusive venue for any dispute arising out of or related to this Lease shall be the Yolo County Superior Court. However, nothing in this provision shall prevent Lessor from seeking equitable relief in any court with jurisdiction.

27. In the event of any dispute or claims arising out of or related to this Lease, the prevailing party shall be entitled to recover all litigation costs, including, without limitation, attorney fees and costs incurred at trial, on appeal, on review or in any bankruptcy proceeding.

28. Prevailing Wage Rates: Prevailing wage rates apply to the work provided under this lease. Copies of the prevailing rates or per diem wages applicable to the work done under this Lease are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Lessor will be required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Lessor, and any subcontractor, shall forfeit up to \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

29. DIR Registration: Lessor and any subcontractors shall register with the California Department of Industrial Relations (DIR) as required by law and prior to commencing any work under this lease. Lessor and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Lease.

Exhibit A

Technical Package for:
**County of Colusa Department of Health and
Human Services**

**54' x 68' Modular Office Building Replacement
Colusa, California**

*Prepared by:
Modern Building Systems
California Division*

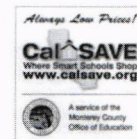
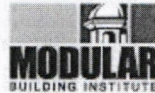
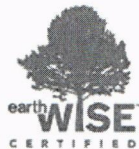


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Date: April 6, 2015

To: Rose Tanner
County of Colusa Department of Health and Human Services
251 E. Webster St.
Colusa, CA 95932

From: Wayne Summers
Account / Project Manager
Modern Building Systems, Inc
605 Sutter Street
West Sacramento, CA 95691

Re: Proposal – 54' x 68' Modular Office Building Replacement

Dear Ms. Tanner,

Enclosed is our proposal for your project. We sincerely appreciate the opportunity.

Our proposal is based on information obtained from our conversations and e-mails, the local fire marshal, on-site meetings, our design team's value engineering and input from your staff, our sub contractors and vendors.

We feel that our proposal will give the County a well-priced structure and the best value and most longevity for its budget. Included in this package you will find a description of the project, final floor plans, specifications, and a scope of work and critical path. In addition, we respect your efforts on behalf of the County's citizens, and we have endeavored as much as possible to utilize local vendors, so as to spend the County's funds locally.

This type of turn-key project is what we do best. We have over 40 years of experience in the design, engineering and manufacture of commercial modular buildings and are the oldest direct to the client manufacturer on the West Coast and pride ourselves on "win-win" solutions for our clients.

Please feel free to contact me at any time regarding any facet of our submissions. We are very much looking forward to working with you on the project.

Best Regards,

Wayne Summers

Wayne Summers
Account / Project Manager



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Section One – Firm Profile

1. Modern Building Systems, Inc. has been a full-service modular building manufacturer, dealer and general contractor for over 40 years. We offer complete, turn-key packages including design, engineering and manufacturing to a wide base of institutional and commercial clients and government agencies. Our main plant is located in Aumsville, Oregon, just outside of Salem, and we have leasing, sales and project supervision offices in Oregon, Washington and California.

2. Modern Building Systems, Inc. is a closely-held, non-public company with no affiliates or subsidiaries.

3. Our service and warranty guarantee to all clients is a 24 hour on-site response to warranty and service issues, and 48 hour timeline for minor repairs, with larger items that may require replacement based on delivery schedules.

4. We have no pending lawsuits at this time. Modern Building Systems prides itself on quality projects and fostering a “win-win” co-operative attitude between itself, its clients and its trades-people.

5. Modern maintains multiple licenses as a modular manufacturer, dealer and general contractor in California, Oregon, Nevada, Arizona and Washington. In addition, our in-house staffing includes structural and civil engineers, project managers and site superintendents. We maintain a full line of fully-licensed local vendors, sub-contractors and suppliers in all our regional offices.

Modern Building Systems also has been awarded a federal GSA contract and is participating in the nation-wide AEPA (Association of Educational Purchasing Agencies) contract in multiple states. You may access our web-site to learn more about us at:
www.modernbuildingsystems.com

Although Modern Building Systems, Inc. is a privately owned entity and does not as a matter of practice release financial statements for use in a public context. Please feel free to contact the below individuals and organizations for any information relating to this information.

Modern Building Systems, Inc. President and CEO	
9493 Porter Road	James Rasmussen
Aumsville, OR 97325	503-749-4949

Umpqua Bank	Bank Officer
415 NW Third Street	Darrin McLemore
Corvallis, OR 97330	541-768-2400

Anchor Insurance and Surety	Account Manager
1201 SW 12 th Avenue	Phil Forker
Portland, OR 97205	503-224-2500

Section Two – Qualifications

Turn-key projects are something Modern Building Systems excels in. Our company, manufacturing direct to the client since 1971, creates, manufactures and installs turn-key projects in numerous Western States, as well as Pennsylvania, Rhode Island, Maryland and New Jersey. We employ a complete design team, with our own engineers, designers and estimators, as well as our own delivery systems, installation crews and full-time project managers.

Below are five (5) similar projects with size, scope, cost and contact information:

Name	Size	Cost	Contact	Phone
1. Robert Louis Stevenson School 707-726-1266	4572 sq ft	\$895,000	Mr. Ron Herbig	
Scope - Foundations, Building, Utility Connections, decking				
2. Shingle Springs Education Cntr. 530-387-4970	15,400 sq ft	\$2,635,000	Mr. Ernie Vargas	
Scope - Excavation, Utilities, Buildings, Sidewalks and architectural entries				
3. Greyhound Bus Lines 849-8196	3220 sq ft	\$1,319,000	Mr. Bill Sliger	214-
Scope - Foundations, Building, Utility Connections				
4. US Corps of Engineers 916-373-1617	4320 sq ft	\$189,300	Ms. Cathy Wise	
Scope - Buildings, Utility Connections, Ramps, Decks				
5. Scotts Valley Water District 588-6818	1440 sq ft	\$119,200	Ms. Eileen Streller	831-
Scope - Foundations, Building, Utility Connections, Ramps, Decks				

Section Three— Project Description/Scope of Work

The project consists of three separate functions:

First – removal of the two existing old modular 24' x 60' buildings, with their existing skirting, foundations and seismic anchors. Utility disconnections by Modern, voice and data by County. Also included in this process is the removal of the overhead decking and demolition of the concrete block supports for the patio decking. Once this is accomplished, the existing asphalt will be measured and marked for all new permanent foundations and trenching.

Second – The underground infrastructure, including trenching for fire water on “D” Street, electrical connections and waste and potable water will be made, installed, stubbed-up, backfilled, compacted and sealed. Concrete foundations and footings will be excavated, formed and poured. Although we have removed joining the modular roof to the existing structure from our scope of work, we have included in our scope designing the modular roof to tie into the existing building at a later date, should the County decide to do so under another contract.

Third – The new modular building modules will be delivered and installed on the new foundation, and the new trusses will be installed. The building will be “dried in” with composition roof tile. Concrete flatwork at the ramp and HVAC pads will be poured. New ramp will be installed in addition to sprinkler standpipe, valves and HVAC compressors. Interior finish will be completed.

Scope of Work

Buildings: One (1) 54' x 68' Modular Building B Occupancy, Meeting the most current CBC, IBC and CEC Codes, per attached specifications and floor plans.

Demolition: Disconnect Utilities, remove and dispose of two existing 24' x 60' mobile office buildings. Remove existing bollards, concrete columns and ramp.

Excavation: Excavate for pier and curb foundation. Trench for all electrical, voice/data, fire line and water/sewer lines per code.

Foundation: Prepare concrete pier and curb foundation. Install building to foundation connections..

Delivery: Transport of five (5) modules to Colusa, CA. Spotting of modules on-site. All permits and pilots included.

Installation: Placement of all modules onto foundations. Interior and Exterior finish including floor covering, roof and floor finish. Installation of roof trusses. Install composition roof tile, installation of gutters and downspouts.

Skirting: Provide and install skirting up to 30" high around perimeter of building – to match siding.

Ramps, decks, and Steps: Provide and install ramp/step for main entry door and public access entry.

Utility disconnections: To be completed by Modern.

Water and Sewer: Connect potable water supply from existing lines within 5' of new building footprint to all points of connection for restrooms and kitchen of 54' x 68' building. Provide ABS lines, sized as needed from all fixtures to a single point connection within 5' of building footprint.

Sprinklers: Provide and install riser, sprinkler heads, final connections and tests. All shop drawings and basic calculations included.

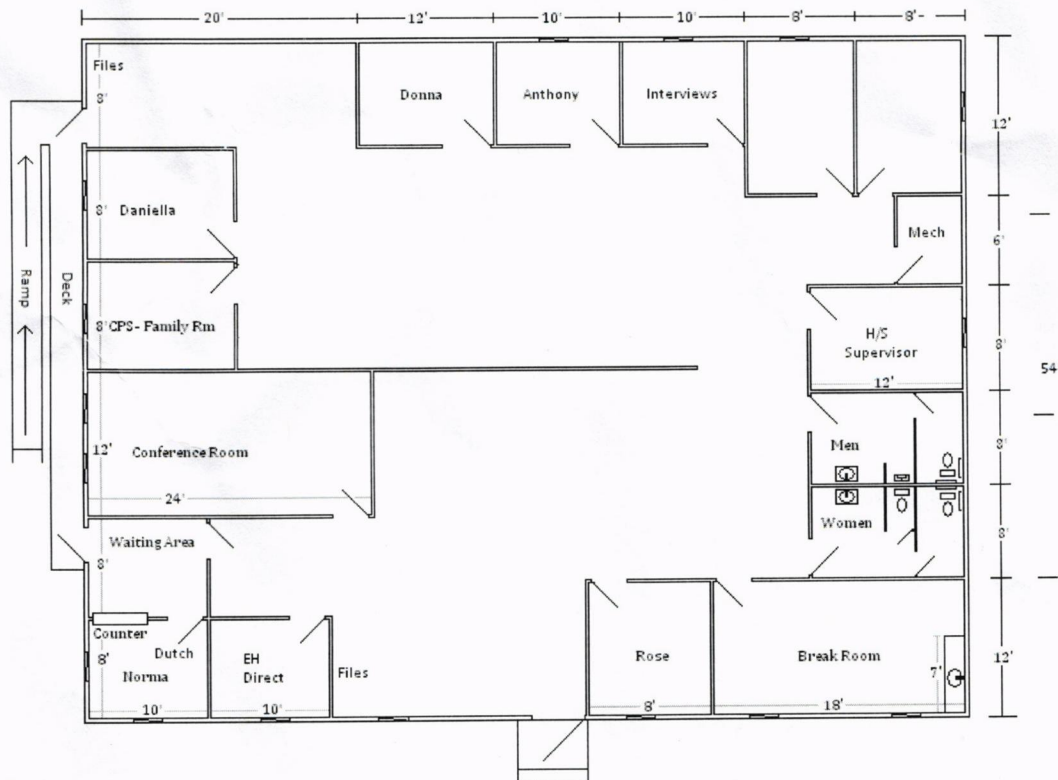
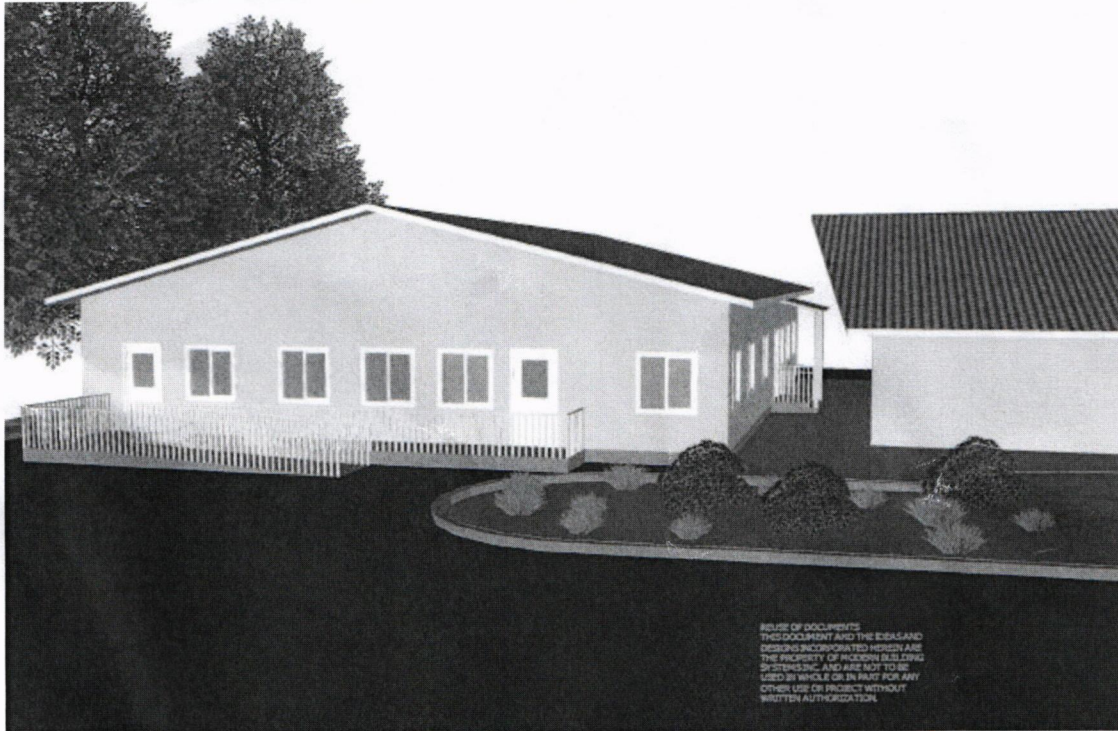
Electrical: Make all final connections to Modern provided sub-panels on both buildings. Voice /data conduit stubbed to above ceiling. Voice /Data connections by County.

Engineering, Permits and Plans: Provide Three (3) sets of stamped, engineered foundation, ramp and building plans for client and local jurisdiction approval.

Not In Contract: Grubbing, removal of equipment or stored materials, Local City and Utility Permits and fees; Bonding, if any.

INITIAL 

Section Four: Rendering/Floor Plan/Specifications



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Portlnd3-1362239.2 0051297-00001

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Specifications-54' x 68'

11/14/2014

Modern Building Systems, Inc. Confidential

11:42 AM

Quoted to: Colusa

Bldg Type	Office	Type of Bldg?	V-N
State Tag	California		
Width	68	Building SF	3672
Length	54		

Bonds If required

Design Loads:	Floor	Walls	Roof
	50psf	140mph, 3 sec, Exp B.	20 lb

Site Work	Excavation & Backfill	By Others
	Local Permit	By Others
	Foundation System	By Others
	Tiedowns	By Others
	Foundation Plans	By Others
	Delivery	By Others
	Ramps, Landings & Stairs	By Others
	Skirting	Yes ship loose
	Rain Drains, Downspouts	By Others
	Plumbing Manifold	Yes ship loose
	Site Utilities	By Others
	Special Systems	By Others
Frame	I-Beam	10" perimeter frame
	Axles	4
	Tires	800
	Hitch	Detachable
Floor System	Floor Joist	Steel
	Floor Rims	Steel
	Offset Rims	None
	Decking 1st Layer	3/4 edge gold
	Decking 2nd Layer	3/8 ccp under Vinyl & VCT Area's
	Insulation	R-30 closed cell spray foam
Exterior Finish	Exterior Siding	Hardiplank Lap Siding
	Corner Trims	Wood Trim - Corners
	Fascia Trims	Wood Trim - Fascia
	Window Trims	Wood Trim - Windows
	Sheathing	7/16 wfr
	Studs	2x6 Stud Grade KD
	Insulation	R-21
Interiors Finish	Sheet Vinyl - Corlon	Restrooms & Breakroom! (Unless Otherwise Noted)
	V.C.T. 1/8"	Waiting/mechanical
	Carpet ready	All other areas
	Base	Mecer Rubberlyte 4" Thru Out
	Ceiling Height	8 ft.
	Wall Covering	Vinyl Wrapped Gypsum 4' high FRP in RR's
	Mini-Blinds	Qty - None
	Window Trims	To Match Interior Door Finish

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Roof	Roof Covering	TPO temp roof	
	Sheathing	7/16 wfr	
	Rafters	2x10 #2&Btr KD	24 "o.c.
	Special Conditions	Trusses installed on site	
	Architectural	None	
	Insulation	R-38	Cellulose / Fiberglass
	Ceiling	T-Bar	
Windows and Doors	Exterior Door	Qty - 1	3/0x6/8 Hm/Hm w vision panel
	Exterior Door	Qty - 1	4/0x6/8 Hm/Hm w vision panel
	Exterior Door	Qty -	
	Exterior Hardware	D53PD Rhodes Lever	Closer LCN 4041 or equal
	Window-Vinyl	Qty - 17	4/0x4/0 HS DG Vinyl
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Window-Vinyl	Qty -	
	Windows- Interior	Qty -	
	Interior Door	Qty - 17	3/0x6/8 SC Birch
	Interior Door	Qty -	
	Interior Hardware	D10/53/80S Rhodes/Lever	Push/Pull @ RR's on Restroom Doors
Accessories	Shelving	None	
	Cabinetry	As Shown on Drawings	
	Whiteboards - Tri Best Por	Qty -	Style : Total-Pro Auburn
	Bulletin Boards	Qty -	
	R.R Partition - Global	Qty - 3	
	Urinal Screens	Qty - 1	
	TP Holder	Qty - 3	
	18x36 Glass Mirror	Qty - 2	
	Grab bars	Qty - 2	
	Cup Dispenser	Qty - 1	
	Towel Bar	Qty -	
	Towel Disp	Qty -	
	Soap Disp	Qty -	
	Shower Curtain	Qty -	
Appliances	Range 30" Free Standing	Qty -	
	Rangehood	Qty -	
	Refrigerator 14cf	Qty -	
	Disposal	Qty -	
	Dishwasher Std	Qty -	
	Freezer	Qty -	
	Washer	Qty -	
	Dryer	Qty -	
Mechanical System	HVHP split system Units	Qty - 2	
	Heat	20 Kw	
	Cooling	5.0 Tons	
	Thermostat	Programmable	
	Plenum Walls	Qty - 2	
	Ductwork	Fiber ductboard	

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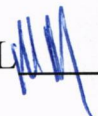
Plumbing	Urinal	Qty -	1
	Toilets	Qty -	1
	Toilets HC	Qty -	2
	Kitchen sink	Qty -	1
	Sinks	Qty -	2
	Hot water heater	Qty -	1
	Plumbing Tree	Qty -	1
	Floor Drain	Qty -	2
	Plumb gas for dryer/range/	Qty -	
	Washer/Dryer boxes	Qty -	
	Refer H2O rough-in	Qty -	1
	Tub Shower Combo	Qty -	
	Shower Std	Qty -	
	Shower HC w/o Seat	Qty -	
	Shower HC w/Seat	Qty -	
	Supply Piping	Wirsbo	
	Waste Piping	ABS	
	Sprinkler System	None	
Electrical System	Panel	(2) 200 amp 120/240 panel 1 phase 2" stubout	
	Meter Base	None	
	Wiring System	Conduit & MC Cable	
	Recepts	Qty - 68	120 volt duplex plug
	Recepts	Qty - 3	120 volt GFI duplex plug
	Recepts	Qty -	
	Recepts	Qty -	
	Recepts	Qty - 2	120 volt weather proof plug
	Recepts	Qty -	
	Recepts	Qty -	
	Recepts	Qty -	
	Switches	Qty - 19	Switch
	Switches	Qty - 4	3 way Switch
	Switches	Qty -	
	Switches	Qty -	
	Switches	Qty -	
	Switches	Qty -	
	Empty J-Boxes	Qty - 35	Phone, Pull, Bell Stubbed into Ceiling Space
	Other	Qty -	
	Lights	Qty -	
	Lights	Qty - 33	2X4 T-Bar Fixtures with 3 T8 Lamps 32watt lamps
	Lights	Qty -	
	Lights	Qty -	
	Lights	Qty -	
	Lights	Qty - 5	Exit light
	Lights	Qty - 3	Emergency Light
	Bath Light's	Qty - 2	Toilet wall bracket with 2 60 watt A19 lamp
	Exhaust Fans	Qty -	
	Porch Lights	Qty - 2	MBS standard Porchlight fixture with A19 lamp

INITIAL 

Section Five – Schedule/Critical Path

- | | |
|--|---------|
| 1. Plans for customer approval | 2 weeks |
| 2. Estimated time for Client approvals | 1 week |
| 3. HCD Approval | 2 weeks |
| 4. Material Acquisition | 3 weeks |
| 5. Manufacturing of Modulares | 5 weeks |
| 6. Demolition, Removal and foundation | 2 week |
| 7. Delivery and installation | 3 weeks |
| 8. Utilities/inspection/punch list | 1 week |

**The above schedule is an estimate only and will be adjusted based upon production lead times at the time this agreement is fully executed. Any contractual or other approval delays will not result in a one for one day extension of the project schedule.

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Section Six – Project Staffing

Modern will have a project manager on site for all work, as needed. In addition, there will be a crew foreman for all trades. The project will have its own assigned estimator, engineer and project secretary. Inasmuch as the project has not yet been awarded, the names of those to be involved will be assigned when and if Modern is declared to be awarded the project.

PROJECT MANAGER: Wayne Summers

Mr. Summers has over 25 years of construction experience and is the estimator and project manager. He has initiated and completed projects in excess of two million dollars, on time and on budget and will be the contact for all on site vendors and sub-contractors, as well as being available for all on-site meetings. Mr. Summers cell-phone number is 916-225-7298. His e-mail address is wsummers@modernbuildingsystems.com. He may be reached at any other time at our West Sacramento office: 916-985-9852

SUPERVISORY MANAGER: Douglas C. Erickson

Mr. Erickson will be in charge of the over-all management of this project and will be the direct supervisor of all company personnel.

Mr. Erickson has been a part of the modular building industry for over 30 years, and has estimated and managed projects for such diverse clients as the Stanford Linear Accelerator Center, E & J Gallo Wineries, the U.S. Air Force, Navy and Army, the California Department of Corrections, Sacramento State University, the Department of the Interior and multiple public and private school entities.

He has successfully managed, and brought in on-time and on-budget, multiple individual turn-key modular projects in excess of four million dollars and over 35,000 square foot of space in projects throughout the Western United States, including California, Washington, Oregon, Nevada, Arizona, Idaho, South Dakota, Kansas and Missouri.

He will be available for all pre-construction, construction and post-construction meetings. Mr. Erickson's cell-phone number is 916-217-8839. His e-mail address is derickson@modernbuildingsystems.com. He may be reached at any other time at our West Sacramento office: 916-985-9852

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Section Seven – Proposal Exemptions

1. Excludes all permits and fees that pertain to the building. Modern will provide building plans required for submission to the local jurisdiction.
2. Any additional requirements or directives by local inspectors and/or other regulatory agencies or officials shall be the responsibility of the buyer.
3. It is assumed that the County's Maintenance/Facility people will disconnect all low voltage to the existing two modular buildings prior to removal.
4. It is assumed all low voltage patch panel, wire and connections will be done by the County.
5. It is understood that the County will purchase and install the cubicles.
6. Clay tile roof to match existing.

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Section Eight – Project Costs

Based on attached scope of work, specifications and floor plan.

Site work

Lump sum amount of Three Hundred and Sixty Thousand, One Hundred and Fifty-Nine Dollars and .19/100
(\$ 360,159.19)

Building Lease – 15 year rental lease

Monthly lease amount of \$5,901.36 plus applicable local sales tax.

**Not Included Items: Fire Alarm and Low Voltage devices, cable, detectors, equipment and wire, Energy Management wiring and devices, fire walls, All disconnects of low-voltage voice and data; purchase and installation of prefabricated office cubicles; Bonding; Any licenses and permits other than those indicated in scope. Any items not listed.*

Section Nine – Technical Clarifications

Standard Technical and Contract Clarifications

1. Modern Building Systems has based our pricing on the schedule attached. Any deviations required beyond the control of Modern Building Systems Inc. may result in additional charges.
2. Pricing is good for 45 Days.
3. Pricing excludes all taxes, bonding, insurance, and property tax.
4. Modern standard building materials and installation methods have been provided for this building unless otherwise noted.
5. Modern assumes the minimum required distance from any and all assumed and/or common property lines.
6. Quote is based on the mutual acceptance and exchange of documentation.
7. The Modern Building Systems. proposal, in its entirety, shall be made a part of any contract resulting from this proposal.(Inclusive of plans)
8. Modern Building Systems reserves the right to review any terms and conditions that are in addition to or differ from those contained in the bid package, including liquidated damages, prior to acceptance of award.
9. This proposal is subject to finalized engineering and architectural details.
10. Modern Building Systems will provide all permits necessary for the manufacture and delivery of the modules to the site.
11. Modern Building Systems Inc. delivery of the equipment described in this proposal is subject to delays in manufacture or delivery due to fire, flood, windstorm, riot, civil disobedience, strike, failure to secure materials from the usual source of supply, Act of God, or any other circumstance beyond Seller's control which shall prevent the manufacture of equipment or the making of deliveries in the normal course of business.
12. For purpose of acceptance, Modern Building Systems and Purchaser shall conduct a walk-through within 24 hours of the substantial completion of the modular building.
13. In the event of early occupancy prior to substantial completion, Purchaser shall be responsible for all property damage, injury, and deaths that may result from said occupancy, and indemnify Modern Building Systems, Inc. for the same.
14. Modern Building Systems, Inc. will not be held responsible for any and all contractual terms and conditions between other parties.

C15-113
6-30-15
HH SUCS

Modern Building
Systems Inc.

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: FY 2021-22 Agreement Funding Application for the Maternal, Child and Adolescent Health program

Approve agreement (No. 202106) with the **California Department of Public Health Maternal, Child and Adolescent Health (MCAH) Division**, for funding period FY 2021-2022, effective July 1, 2021. Further, authorize the Department of Health and Human Services Public Health and Fiscal staff to sign related documents required by the California Department of Public Health (CDPH).

Detailed Description/Background of request

The Public Health Division of the Department of Health and Human Services (DHHS) oversees the Maternal, Child and Adolescent Health (MCAH) program to help ensure that low-income young mothers and their children receive health care during pregnancy, after birth and into childhood. Providing young mothers and their children with early access to health care helps prevent future health problems. The MCAH program also provides education and information to mothers, such as the importance of breast feeding, the prevalence of obesity in today's children and the dangers associated with the development of diabetes.

DHHS has operated the MCAH program for over twelve years and each year the California Department of Public Health (CDPH) requires DHHS to submit an Agreement Funding Application (AFA) in order to receive funding to operate the MCAH program.

Note that the AFA constitutes both an application to obtain funding and a contractual agreement for local service provision. As such, it is appropriate that these documents be assigned a County contract number.

Prior Board Action

Approved FY20/21 on August 4, 2020

Approved FY19/20 on August 13, 2019

Approved FY18/19 on August 7, 2018

Fiscal Impact/Funding Source

This is a revenue agreement for \$131,844.27. There is no impact to County General Fund.

Action for the Clerk

Attached is the Agency Information Form for this agreement. Please obtain the required signature of the Board Chair on two (2) copies of the Agency Information Form. Retain one (1) original copy for County records and return one (1) to Kirill Obrastsov at DHHS to submit to the State.

ATTACHMENTS:

- 202106 MCAH 2 Agency Information Form without BOS (PDF)
- 202106 MCAH 3 Attestation –Sexual Health Educ. Acct. Act- Signed 07.07.21 (PDF)
- 202106 MCAH 4 Community Profile 06.03.21 (DOCX)
- 202106 MCAH 7 ICR_Certification Form Signed 07.08.21 (PDF)
- MCAH 6 Budget 21 22 signed2 (PDF)

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2021-2022**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each of the applicable programs

MCAH 202106 BIH _____ AFLP _____

Update Effective Date (*only required when submitting updates*) _____

Federal Employer ID#: 94-6000-508

Complete Official Agency Name: County of Colusa

Business Office Address: 251 E. Webster Street, Colusa CA 95932

Agency Phone: (530) 458-0380

Agency Fax: (530) 4584015

Agency Website: www.countyofcolusa.org/publichealth

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

MCAH ²⁰²¹⁰⁶ _____ BIH _____ AFLP _____

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Official authorized to commit the Agency to an MCAH Agreement

Name (Print)

Gary J. Evans

Title

Chair, Board of Supervisor

Original Signature

Date

MCAH/AFLP Director

Name (Print)

Erika Mojica

Title

Public Health Nurse II

Original Signature

Erika Mojica

Date

7/7/2021

MCAH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR	Elizabeth	Kelly	DHHS Director	251 E. Webster, Colusa, CA 95932	(530) 458-0285	elizabeth.kelly@countyofcolusa.com	MCAH
2	MCAH DIRECTOR	Erika	Mojica	Public Health Nurse II	251 E. Webster St. Colusa, CA 95932	(530) 458-0154	erika.mojica@countyofcolusa.com	MCAH
3	MCAH COORDINATOR (Only complete if different from #2)							MCAH
4	MCAH FISCAL CONTACT	Chris	Fusaro	Staff Services Manager	251 E. Webster St. Colusa, CA 95932	(530) 458-0870	christine.fusaro@countyofcolusa.com	MCAH
5	FISCAL OFFICER	Chris	Fusaro	Staff Services Manager	251 E. Webster St. Colusa, CA 95932	(530) 458-0870	christine.fusaro@countyofcolusa.com	MCAH
6	CLERK OF THE BOARD or	Ann	Nordkyke	Chief Board Clerk	547 Market St. Ste. 102, Colusa CA 95932	(530) 458-0508	ann.nordkyke@countyofcolusa.com	MCAH
7	CHAIR BOARD OF SUPERVISORS	Gary J.	Evans	Colusa County Supervisor	547 Market St. Ste. 102, Colusa, CA 95932	(530) 458-0508		MCAH
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Gary J.	Evans	Colusa County Supervisor	547 Market St. Ste. 102, Colusa, CA 95932	(530) 458-0508	gevans@countyofcolusa.com	MCAH
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR							FIMR
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Erika	Mojica	Public Health Nurse II	251 E. Webster St. Colusa, CA 95932	(530) 458-0154	erika.mojica@countyofcolusa.com	SIDS
11	PERINATAL SERVICES COORDINATOR	Erika	Mojica	Public Health Nurse II	251 E. Webster St. Colusa, CA 95932	(530) 458-0154	erika.mojica@countyofcolusa.com	CPSP

Revised 4/16/21

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BIH Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							BIH
2	BLACK INFANT HEALTH (BIH) COORDINATOR							BIH
3	BIH FISCAL CONTACT							BIH
4	FISCAL OFFICER							BIH
5	CLERK OF THE BOARD or							BIH
6	CHAIR BOARD OF SUPERVISORS							BIH
7	OFFICIAL AUTHORIZED TO COMMIT AGENCY							BIH

AFLP Program

#	Contact	First Name	Last Name	Title	Address	Phone	Email Address	Program
1	AGENCY EXECUTIVE DIRECTOR							AFLP
2	AFLP DIRECTOR							AFLP
3	AFLP COORDINATOR or SUPERVISOR/COORDINATOR							AFLP
4	AFLP FISCAL CONTACT							AFLP
5	FISCAL OFFICER							AFLP
6	CLERK OF THE BOARD or							AFLP
7	CHAIR BOARD OF SUPERVISORS							AFLP
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY							AFLP

Revised 4/16/21

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Exhibit K

**Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007**

Agency Name: County of Colusa

Agreement/Grant Number: 202106

Compliance Attestation for Fiscal Year: 2021-2022

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter, the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

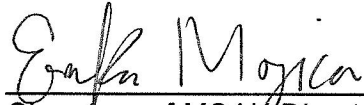
Exhibit K

Attestation of Compliance with the
Sexual Health Education Accountability Act of 2007

Signed

County Of Colusa

Agency Name

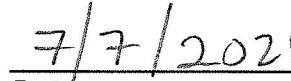


Signature of MCAH Director

Signature of AFLP Director (CBOs only)

202106

Agreement/Grant Number



Date

Erika Mojica

Printed Name of MCAH Director

Printed Name of AFLP Director (CBOs
only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Maternal Child and Adolescent Health Community Profile 2021-22

For Fiscal Year 2021-22, please use the latest data available from FHOP to complete the table below and complete the narrative as needed. (Please see the MCAH Local Health Jurisdiction Data Table Crosswalk for more detailed instructions.) Community Profiles will be posted on the CDPH/MCAH website. There is a two-page limit.

Local Health Jurisdiction Colusa County

SECTION 1 – DEMOGRAPHICS

	Local	State
Our Community		
Total Population ¹	22,253	38,896,969
Total Population, African American	168	2,236,361
Total Population, American Indian/ Alaskan Natives	313	172,948
Total Population, Asian/Pacific Islander	344	5,301,831
Total Population, Hispanic	13,592	15,172,006
Total Population, White	7,614	14,972,954
Total Live Births	293	491,789
Our Mothers and Babies		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy ²	72.0%	83.3%
% of women delivering a baby who had a postpartum visit. ⁶	85.1%	87.5%
% of births covered by Medi-Cal ²	62.6%	44.3%
% of women ages 18-64 without health insurance ³	20.2%	19.7%
% of women giving birth to a second child within 18 months of a previous pregnancy ²	26.2%	26.6%
% live births less than 37 weeks gestation ²	10.9%	8.4%

	Local	State
Gestational diabetes per 1,000 females age 15-44	11.8%	9.2
% of female population 18-64 living in poverty (0-200% FPL) ³	42.0%	34.7%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	25.1%	19.9
Unemployment Rate ⁴	17.2%	7.5
Our Children and Teens		
Teen Birth Rate per 1,000 females aged 15-19 ²	31.4	21.0
Motor vehicle injury hospitalizations per 100,000 children age 0-14	13.5	14.2
% of children, ages 0-18 years living in poverty (0-200% FPL) ³	56.7%	45.9%
Mental health hospitalizations per 100,000 age 15-24	834.1	1,499.2
Children in Foster Care per 1,000 children ⁵	5.7	6.3
Substance use hospitalization per 100,000 aged 15-24	417.0	793.4

Data sources:

¹ CA Dept. of Finance population estimates 2014

² CA Birth Statistical Master Files 2012-2014

³ US Census Bureau - Small Area Health Insurance Estimates 2012-2014

⁴ CA Employment Development Dept. 2012-2014

⁵ Data from CA Child Welfare Indicators Project, UC Berkeley 2012-2014

⁶ Data from CA Maternal, Infant Health Assessment (MIHA) 2013-2014

SECTION 2 – ABOUT OUR COMMUNITY – HEALTH STARTS WHERE WE LIVE, LEARN, WORK, AND PLAY

Describe the following using brief narratives or bullets: 1) Geography, 2) Major industries and employers (public/private), 3) Walkability, recreational areas, 4) and other areas of interest.

Colusa County is a rural community spanning approximately 1,150 square miles. Much of the land is devoted to agriculture, which remains a primary economic activity, yet a declining source of employment. This is most likely due to a change in the type of crops grown in the County, which has seen a decrease in row crops and an increase in trees. More efficient drip irrigation as also decreased the need for agricultural labor. Drought conditions will also impact ag economy and employment. According to the Economic Analysis Branch of the California Department of Transportation, in 2014 the largest increases in employment were split between Manufacturing (240+ jobs), transportation/utilities (50+jobs), education and healthcare (30+jobs). Colusa County unemployment rates remain one of the highest in the state, which certainly contributes to the poverty levels noted in the above chart.

With respect to walkability both the City of Colusa and Williams scored fairly high with most errands being accomplished on foot. More rural communities, such as the unincorporated areas of Arbuckle, Maxwell, Princeton and Stonyford are more car dependent, with most errands and activities requiring transportation. Colusa, Williams and Arbuckle have accessible recreation areas available to community residents; Princeton and Stonyford have limited resources. Public transportation outside of the County is extremely limited.

SECTION 3 – HEALTH SYSTEM – HEALTH AND HUMAN SERVICES FOR THE MCAH POPULATION

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment, and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

- The only birthing hospital in Colusa County, Colusa Regional Medical center with approximately 150 births per year, closed in 2016. The hospital was purchased by American Specialty Healthcare Inc. The hospital opened mid December 2017. The hospital will not reopen its OB unit and do not plan to in the future. MCAH program has worked diligently to link pregnant women to providers in adjacent Counties.
- The Family Practice that provided obstetrical care no longer offers that service in Colusa County.
- Women have to travel to Sutter, Yuba, Yolo and Butte County to receive prenatal care.
- Colusa Regional Hospital Clinic closed on April 2016. The Clinic has since re-opened under American Specialty Healthcare Inc., but they do not provide OB or pediatric services.
- No CPSP provider in Colusa County.
- No Pediatrician or Specialty Pediatric care available in the County.
- Four Denti-Cal providers located in Colusa County: Colusa Ampla Health, Arbuckle Ampla Health, Colusa Indian Dental Clinic and Arbuckle Dental Smile (Dr. Roger Ashworth).
- WIC is available through Ampla Health Clinics in Colusa and Arbuckle.
- One clinic in the city of Colusa currently offer Presumptive Eligibility for Pregnant Women; Colusa Ampla Health, but doesn't offer prenatal services, besides a pregnancy testing.
- Two clinics in Colusa (Colusa Ampla Health, Riverside Clinic) and one clinic in Arbuckle (Arbuckle Ampla Health) offer family pact at this time.
- County mental health services are only available for Medi-Cal recipients that have moderate to severe mental health symptoms.
- MCAH program works closely with Child Protective Services to connect parents receiving services with Medi-cal programs prior to and during foster care placement.
- MCAH program collaborates with LHD programs that conduct nutrition education and outreach to CalFresh recipients.

SECTION 4 – HEALTH STATUS AND DISPARITIES FOR THE MCAH POPULATION

Describe the following using brief narratives or bullets: Priority needs in each domain (Maternal/Women’s Health; Perinatal/Infant Health; Child Health; Adolescent Health; Children with Special Health Care Needs) and cross cutting or life course public health issues and how you are addressing them.

- Colusa historically and currently have a higher rate of late entry to prenatal care compared to the state may be impacted by not having prenatal care providers in Colusa county and limited clinics with Presumptive Eligibility.
- Geographic location of providers, Colusa has limited out of county public transportation.
- Late entry into prenatal care and % of females living in poverty rates
- Higher than state average % of children and females living in poverty is known to contribute to high childhood obesity rates.
- Higher than state average Adolescent Birth Rate.
- Lower than state average vehicle injury rates may be partially attributed to the County-wide child passenger safety program developed by MCAH program, and First 5 Colusa.
-

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 7/7/2021

Agency Name: Colusa County Department of Health and Human Services

Contract/Agreement Number: 202106

Contract Term/Allocation Fiscal Year: Fiscal Year 2021-2022

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget

 % Fixed Percent of:

☐ Total Personnel Costs

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25 % Fixed Percent of:

☒ Total Personnel Costs

☐ Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

_____ % Fixed Percent of:

- ☐ Total Personnel Costs (Includes Fringe Benefits)
- ☐ Total Personnel Costs (Excludes Fringe Benefits)
- ☐ Total Allowable Direct Costs

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Colusa County's ICR percentage rate is 25% of the program's total salaries/wages and fringe benefits, which is the maximum ICR percentage rate approved by CDPH.

For FY 2021-22, Colusa County's total program salaries equal \$72,777 and total program fringe benefits equal \$43,011.21, which totals \$115,788.21

$\$115,788.21 \times 25\%(\text{ICR}) = \$28,947.05$ in indirect costs.

Benefits consists of Public Employees Retirement System (PERS) Retirement, Old-Age Survivor Disability Insurance (OASDI), Worker's Compensation Premiums, and Other Post Employment Benefits (OPEB), Employee Assistance Program (EAP), Health, Vision, Life, and Dental Insurance.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Printed First & Last Name: Christine Fusaro

Title/Position: Staff Services Manager

Signature: CFusaro

Date: 7/7/2021

Attachment: 202106 MCAH 7 ICR_Certification Form Signed 07.08.21 (6827 : FY 2021-22 MCAH Agreement Funding Application)

Program: Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING										NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency: 202106 Colusa		MCAH-TV		MCAH-SIDS		AGENCY FUNDS				MCAH-Only NE				MCAH-Only E					
Subk:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)			
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*			
(II) OPERATING EXPENSES DETAIL																			
TOTAL OPERATING EXPENSES		14,100.00		8,511.10		0.00		0.00		0.00		5,588.90		0.00		16.00%	54.3		
TRAVEL		800.00	60.56%	484.48		0.00		0.00		0.00		39.44%	315.52		0.00		0.00		
TRAINING		2,000.00	46.19%	923.80		0.00		0.00		0.00		53.81%	1,076.20		0.00		5.97		
1 COMMUNICATIONS		1,100.00	46.19%	508.09		0.00		0.00		0.00		53.81%	591.91		0.00		0.53		
2 INSURANCE		2,000.00	46.19%	923.80		0.00		0.00		0.00		53.81%	1,076.20		0.00		0.53		
3 MAINTENANCE OF EQUIPMENT		1,000.00	46.19%	461.90		0.00		0.00		0.00		53.81%	538.10		0.00		0.53		
4 MAINTENANCE OF BUILDING AND GROUNDS		200.00	46.19%	92.38		0.00		0.00		0.00		53.81%	107.62		0.00		0.53		
5 OFFICE AND POSTAGE EXPENSES		1,500.00	46.19%	692.85		0.00		0.00		0.00		53.81%	807.15		0.00		0.53		
6 TOLL FREE		500.00	100.00%	500.00		0.00		0.00		0.00			0.00		0.00		0.53		
7 UTILITIES		2,000.00	46.19%	923.80		0.00		0.00		0.00		53.81%	1,076.20		0.00		54.34		
8 MEMBERSHIPS		3,000.00	100.00%	3,000.00		0.00		0.00		0.00			0.00		0.00		54.34		
9				0.00		0.00		0.00		0.00			0.00		0.00				
10				0.00		0.00		0.00		0.00			0.00		0.00				
11				0.00		0.00		0.00		0.00			0.00		0.00				
12				0.00		0.00		0.00		0.00			0.00		0.00				
13				0.00		0.00		0.00		0.00			0.00		0.00				
14				0.00		0.00		0.00		0.00			0.00		0.00				
15				0.00		0.00		0.00		0.00			0.00		0.00				
** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.																			
(III) CAPITAL EXPENDITURE DETAIL																			
TOTAL CAPITAL EXPENDITURES				0.00		0.00		0.00		0.00		0.00							
(IV) OTHER COSTS DETAIL																			
TOTAL OTHER COSTS		6,600.00		4,293.40		410.00		0.00		0.00		1,896.60		0.00			54.34		
SUBCONTRACTS																			
1 HEALTH OFFICER		2,500.00	45.66%	1,141.50		0.00		0.00		0.00		54.34%	1,358.50		0.00		0.00		
2				0.00		0.00		0.00		0.00			0.00		0.00		0.00		
3				0.00		0.00		0.00		0.00			0.00		0.00		0.00		
4				0.00		0.00		0.00		0.00			0.00		0.00		0.00		
5				0.00		0.00		0.00		0.00			0.00		0.00		0.00		
OTHER CHARGES																			
1 CLIENT MATERIALS		1,000.00	36.19%	361.90	10.00%	100.00		0.00		0.00		53.81%	538.10				Match Avail		
2 EDUCATIONAL MATERIALS		3,100.00	90.00%	2,790.00	10.00%	310.00		0.00		0.00			0.00				0.53%		
3				0.00		0.00		0.00		0.00			0.00				54.34%		
4				0.00		0.00		0.00		0.00			0.00						
5				0.00		0.00		0.00		0.00			0.00						
6				0.00		0.00		0.00		0.00			0.00						
7				0.00		0.00		0.00		0.00			0.00						
8				0.00		0.00		0.00		0.00			0.00						
(V) INDIRECT COSTS DETAIL																			
TOTAL INDIRECT COSTS		28,947.05		13,359.06		0.00		0.00		0.00		15,587.99							
25.00% of Total Wages + Fringe Benefits		28,947.05	46.15%	13,359.06		0.00		0.00		0.00		53.85%	15,587.99						

Attachment: MCAH 6 Budget 21 22 signed2 (6827 : FY 2021-22 MCAH Agreement Funding Application)

Program:	Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
Agency:	202106 Colusa		MCAH-TV		MCAH-SIDS		AGENCY FUNDS		MCAH-Only NE		MCAH-Only E		MCAH-Only E				
SubK:			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
			TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
(I. PERSONNEL DETAIL																	

(I) PERSONNEL DETAIL

TOTAL PERSONNEL COSTS					115,788.21	50,851.42	2,590.00	0.00	0.00	25,870.25	0.00	36,476.54			
FRINGE BENEFIT RATE		59.10%			43,011.21	18,889.50	962.09	0.00	0.00	9,609.88	0.00	13,549.74			
			TOTAL WAGES		72,777.00	31,961.92	1,627.91	0.00	0.00	16,260.37	0.00	22,926.80			
FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES									J-Pers MCF Per Staff		
1	CONSUELO LOPEZ	Public Health Assistant	10.00%	46,896.00	4,690.00	41.40%	1,941.66	0.00	0.00	0.00	58.60%	2,748.34	0.00	58.6%	
2	HALEY AMUNDSON	Public Health Assistant	20.00%	37,464	7,493.00	41.40%	3,102.10	0.00	0.00	0.00	58.60%	4,390.90	0.00	58.6%	
3	HEALTH PRO SPECIALIST (VACA	MCH Coordinator	1.50%	53,616	804.00	41.40%	332.86	0.00	0.00	0.00	58.60%	471.14	0.00	58.6%	
4	ERIKA MOJICA	Perinatal Services Coordinator	24.00%	68,688	16,485.00	45.49%	7,499.17	0.00	0.00	0.00	14.51%	2,391.83	0.00	58.6%	
5	ERIKA MOJICA	SIDS Coordinator	3.60%	68,688	2,473.00	34.17%	845.09	65.83%	1,627.91	0.00	0.00	0.00	40.00%	6,594.00	58.6%
6	ERIKA MOJICA	MCH Director	56.54%	68,688	38,836.00	44.67%	17,349.36	0.00	0.00	0.00	15.33%	5,952.24	0.00	58.6%	
7	VACANT	Public Health Nurse Supervisor	2.00%	99,792	1,996.00	44.67%	891.67	0.00	0.00	0.00	15.33%	305.93	0.00	58.6%	
8				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
9				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
10				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
11				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
12				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
13				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
14				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
15				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
16				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
17				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
18				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
19				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
20				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
21				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
22				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
23				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
24				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
25				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
26				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
27				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
28				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
29				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
30				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
31				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
32				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
33				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
34				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
35				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
36				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
37				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
38				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
39				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
40				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
41				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
42				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
43				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
44				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
45				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
46				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
47				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
48				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
49				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
50				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
51				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
52				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
53				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
54				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	
55				0.00			0.00	0.00	0.00	0.00		0.00	0.00	0.0%	

Attachment: MCAH 6 Budget 21 22 signed2 (6827 : FY 2021-22 MCAH Agreement Funding Application)

Program:		Maternal, Child and Adolescent Health (MCAH) 202106 Colusa					UNMATCHED FUNDING					NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)							
Agency: SubK:																							
							MCAH-TV		MCAH-SIDS		AGENCY FUNDS												
							(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	MCAH-Only NE		(10)	(11)	(12)	(13)	MCAH-Only E	
							TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/Agency*
56						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
57						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
58						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
59						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
60						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
61						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
62						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
63						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
64						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
65						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
66						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
67						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
68						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
69						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
70						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
71						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
72						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
73						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
74						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
75						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
76						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
77						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
78						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
79						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
80						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
81						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
82						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
83						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
84						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
85						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
86						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
87						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
88						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
89						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
90						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
91						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
92						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
93						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
94						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
95						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
96						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
97						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
98						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
99						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
100						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
101						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
102						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
103						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
104						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
105						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
106						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
107						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
108						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
109						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
110						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
111						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
112						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
113						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
114						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
115						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
116						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
117						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
118						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%
119						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.0%

Attachment: MCAH 6 Budget 21 22 signed2 (6827 : FY 2021-22 MCAH Agreement Funding Application)

Attachment: MCAH 6 Budget 21 22 signed2 (6827 : FY 2021-22 MCAH Agreement Funding Application)

Program:		Maternal, Child and Adolescent Health (MCAH)				UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency:		202106 Colusa				MCAH-TV		MCAH-SIDS		AGENCY FUNDS					MCAH-Cnty NE				MCAH-Cnty E	
SubK:						(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
						TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
120						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
121						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
122						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
123						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
124						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
125						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
126						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
127						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
128						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
129						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
130						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
131						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
132						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
133						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
134						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
135						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
136						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
137						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
138						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
139						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
140						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
141						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
142						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
143						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
144						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
145						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
146						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
147						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
148						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
149						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
150						0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00

FY 2021-22 MCAH Agreement Funding Application

Attachment: MCAH 6 Budget 21 22 signed2 (6827 : FY 2021-22 MCAH Agreement Funding Application)



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Student Placement Agreement with California State University, Chico

Approve Agreement with **California State University, Chico**, for the placement of social work students.

Detailed Description/Background of request

DHHS and the University work in collaboration to provide social work students with field placements to fulfill the students' internship requirements. The students enter into a multi-year placement with DHHS to learn while working directly with clients and provide support to the existing social work staff. This placement is supervised by the School of Social Work and the CWS Social Work Supervisor on staff with DHHS. The Social Worker classification is one that has been difficult to recruit and retain. Providing these internship positions has been of benefit to not only the students needing field experience, but to existing staff to assist with the workload. The agency has been able to fill vacancies with interns after their graduation. There is no monetary expense associated with this agreement. The term of the Agreement shall be 5 years from the date of approval.

Prior Board Action

Agreement C09-327, approved December 8, 2009

Agreement C12-280, approved December 11, 2012

Agreement C16-094, approved June 14, 2016

Fiscal Impact/Funding Source

There is no monetary expense associated with this agreement.

Action for the Clerk

Please obtain the original signatures of all parties and provide DHHS with an original copy of the fully executed contract and provide Human Resources with a copy.

ATTACHMENTS:

- County of Colusa Department of Health and Human Services (PDF)



Student Placement Agreement between California State University, Chico and County of Colusa, through its Dept. of HHS

This agreement (“Agreement”) is between the Trustees of the California State University on behalf of California State University, Chico (“University”) and County of Colusa, through its Dept. of HHS (Organization”). In consideration of the mutual promises set forth below, the University and Organization (“Parties”) agree as follows:

I. Organization’s Responsibilities

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify service hours, and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Organization’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- C. Provide the student with a written description of the student’s tasks and responsibilities.
- D. Provide appropriate training, personal protective equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization’s clients. Appropriate training shall include, but not be limited to, pandemic training as it relates to the student’s learning activities.
- E. Inform the student of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the student’s fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury to or illness of a student participating in a learning activity at the Organization.

II. University’s Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Organization.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Organization.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.

4. Abide by the Organization's rules and standards of conduct.
 5. Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan guiding faculty, student and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the student and expected learning outcomes.
 - C. The University will advise the student that neither the University nor the Organization assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Organization.
 - D. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
 - E. University shall direct Students and University Personnel to respect the confidential nature of the health or personnel information relating to the Organization. University shall ensure that all Students and University Personnel working within the Organization and having access to Protected Health Information will receive training on the Health Insurance Portability and Accountability Act of 1996, appropriate to their job function. University shall retain documentation of student training for at least six years. Organization shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Organization terminates this Agreement, it will permit any student working at the Organization at the time of termination to complete his/her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Organization and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage through an insurance policy or programs of self-insurance of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. Insurance policies procured to meet the aforementioned coverage requirement must be placed with insurers with a current A.M. Best rating of at least A: VII. Evidence of coverage shall be provided upon request.

The Organization becomes an additional insured to the University student general and professional liability insurance (SAFECLIP/SPLIP) policies upon full execution of this Agreement.

- D. The Organization and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Organization may dismiss a student if the student violates its standards, mission or goals. The Organization will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the University. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the Organization, unless they are paid by the Organization in which case the Student(s) become employees of the Organization.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state, and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

California State University, Chico	County of Colusa, through its Dept. of HHS
Lupita Arim-Law	Name: Gary J. Evans
Buyer II/ Contract Specialist	Title: Board of Supervisors, Chair
Procurement and Contract Services	
400 West First St.	Address: 547 Market Street
Chico, CA 95929-0244	Colusa, CA 95923
(530) 898-5383	Phone: 530-458-0502
garim-law@csuchico.edu	Email: gevas@countyofcolusa.com

- J. Organization is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." Organization is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local government directives regarding COVID-19.

Organization to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Organization will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time Organization becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

California State University, Chico

County of Colusa, through its Dept. of HHS

Lupita Arim-Law, Buyer II/Contract Specialist
Procurement and Contract Services

Gary J. Evans, Chair, Board of Supervisors

Date:

Date:

APPROVED AS TO FORM

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

Colusa County Counsel

By

Ann Nordyke, Board Clerk

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Approve Performance Agreement with DHCS

Approve Standard Agreement (No. 21-10076) with the **Department of Health Care Services**, and authorize the Chair to sign and all supporting documentation, effective July 1, 2021.

Detailed Description/Background of request

The California Department of Health Care Services (DHCS) administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, Community Mental Health Services Block Grant, and Crisis Counseling Assistance and Training Program programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Colusa County must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is Colusa County's performance contract, as required by Welfare and Institutions Code and California Code of Regulations sets forth conditions and requirements that Colusa County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. Colusa County must agree to comply with all of the conditions and requirements described in the Agreement. It is DHCS responsibility to monitor the Agreement (21-10076) to ensure compliance with applicable federal and State law and applicable regulations.

This contract will be in effect retroactively from July 1, 2021 through June 30, 2024. Traditionally, this was a one-year contract. Senate Bill 1495 in 2018 extended the term of this contract from one year to three years.

Prior Board Action

C19-190 (Agreement #18-95238 expired June 30, 2021)

Fiscal Impact/Funding Source

None.

Action for the Clerk

1.) Please obtain/include a CBO which specifically approves and authorizes execution of this Contract. It is imperative that the individual signing the 213 signature page (Gary

J. Evans) is the same person/title that appears on the Board of Supervisors CBO.

Return two (2) copies of each of the following exhibits:

- 1.) Performance Contract (Exhibits A, B, D, E and its Attachment A)
- 2.) STD 213; signature and date are necessary on both originals **(NO whiteout/whiteout tape, NO stamped signatures - must be original inked copies)**.
- 3.) Signed Contractor Certification Clause CCC 04/2017;

Please return all completed and signed documents to:

Department of Health Care Services

Program Policy Unit

ATTN: Matthew Shields

P.O. Box 997413, MS 2624

Sacramento, CA 95899-7413

ATTACHMENTS:

- STD 213 - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)
- CCC 042017 - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)
- Exhibit A - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)
- Exhibit B - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)
- Exhibit D - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)
- Exhibit E - Performance - FY 2021-24 - Colusa - 21-10076 (PDF)

SCO ID: 4260-2110076

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10076

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Colusa

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Program Specification (including Special Terms and Conditions)	24
Exhibit A, Attachment I	Request for Waiver	1
Exhibit B	Funds Provision	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D	Information Confidentiality and Security Requirements	7
+ - Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Colusa

CONTRACTOR BUSINESS ADDRESS

162 E. Carson Street, Suite A

CITY

Colusa

STATE

CA

ZIP

95932

PRINTED NAME OF PERSON SIGNING

Gary J. Evans

TITLE

Chair, Colusa County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Attachment: STD 213 - Performance - FY 2021-24 - Colusa - 21-10076 (6841 : Approve Performance Agreement with DHCS)

SCO ID: 4260-2110076

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10076	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

Attachment: STD 213 - Performance - FY 2021-24 - Colusa - 21-10076 (6841 : Approve Performance Agreement with DHCS)

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Colusa	94-6000508

By (Authorized Signature)

Printed Name and Title of Person Signing

Gary J. Evans, Chair, Colusa County Board of Supervisors

Date Executed	Executed in the County of
	Colusa

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

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4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	County of Colusa
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	Noel J. O'Neill, Behavioral Health Interim Director Telephone: (530) 458-0520 Fax: (530) 458-7751 Email: nolga2@sbcglobal.net

B. Direct all inquiries to:

Department of Health Care Services	County of Colusa
Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	Attention: Jeannie Scroggins 162 E. Carson Street, Suite A Colusa, CA, 95932 Fax: (530) 458-7751 Email: jscroggins@countyofcolusa.com

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

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- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

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funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

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month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

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annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

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Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

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including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

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update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
- i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act**1) Description**

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A
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A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Attachment: Exhibit A - Performance - FY 2021-24 - Colusa - 21-10076 [Revision 1] (6841 : Approve Performance Agreement with DHCS)

**Exhibit B
Funds Provision**

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Attachment: Exhibit B - Performance - FY 2021-24 - Colusa - 21-10076 (6841 : Approve Performance Agreement with DHCS)

Exhibit D

Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D

Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1) Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. **Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D
Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. **Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D
Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit D
Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Exhibit D**Information Confidentiality and Security Requirements**

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E**PRIVACY AND INFORMATION SECURITY PROVISIONS**

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1**HIPAA Business Associate Addendum****1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) Availability of Information to the Department and Individuals to Provide Access and Information:

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary

(after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866- 0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579- 0874 Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2**Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA****1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security

incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are

made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3**Miscellaneous Terms and Conditions****Applicable to Exhibit E**

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as

- Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.
- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)

- 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via

the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk

or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 4th Modification Jeff Ball, for inmate haircuts

Approve 4th Modification of Contract with **Jeff Ball** for inmate haircuts, effective July 1, 2021.

Detailed Description/Background of request

The Colusa County Jail inmate haircut contract with Jeff Ball expired on June 30, 2021. The Department is requesting to Modify the contract by extending the termination date to June 30, 2023 and adding inmate beard trims at \$5.00 per beard.

Prior Board Action

PC16-076 Original
PC17-030 First Modification
C17-190 Second Modification
C19-111 Third Modification

Fiscal Impact/Funding Source

Cost is budgeted in the jail budget. Fiscal impact shall not exceed \$5,500 per fiscal year.

Action for the Clerk

Jeff Ball, 708 A Onstott Road, Yuba City CA 95991

ATTACHMENTS:

- 4th Modification Jeff Ball - FINAL (DOCX)
- C19-111 3rd Modification Jeff Ball (PDF)
- C17-190 2nd Modification Jeff Ball (PDF)
- PC17-030 1st Modification Jeff Ball (PDF)
- PC16-076 Jeff Ball (PDF)

Fourth Modification of Contract PC16-076

This Fourth Modification of Contract PC16-076 for inmate haircuts at the Colusa County Jail is between County of Colusa (County), a political subdivision of the State of California, and Jeff Ball (Contractor), an individual.

Background

On November 1, 2016, the parties executed contract PC16-076 for monthly haircuts for indigent inmates at the Colusa County Jail ("Contract").

On June 30, 2017, the parties executed a First Modification (PC17-030) to extend the term from June 30, 2017 to June 30, 2019 and to increase the compensation for each indigent inmate haircut from \$10 to \$11 in an amount not to exceed \$5,500 over the term of the contract.

On July 1, 2017, the parties executed a Second Modification (C17-190) to amend the language that the compensation would not exceed \$5,500 per fiscal year over the duration of the Contract.

On June 25, 2019, the parties executed a Third Modification (C19-111), to extend the termination date to June 30, 2021.

The parties now want to modify the Contract to extend the term of the contract for another two years and add inmate beard trims.

Modification

The parties agree to modify the Contract effective July 1, 2021 as follows:

1. Section 2, Term, is modified to extend the termination date through June 30, 2023.
2. Section 3, Compensation, of the Contract is modified to add inmate beard trims for \$5.00 per beard.

COUNTY OF COLUSA

JEFF BALL

Gary J. Evans, Board Chair

Date: _____

Jeff Ball

Date: _____

APPROVED AS TO FORM

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

Richard Stout, County Counsel

by _____
Patricia Rodriguez, Deputy

Third Modification of Contract PC16-076

This Third Modification of Contract PC16-076 for inmate haircuts at the Colusa County Jail is between County of Colusa (County), a political subdivision of the State of California, and Jeff Ball (Contractor), an individual.

Background

On November 1, 2016, the parties executed contract PC16-076 for monthly haircuts for indigent inmates at the Colusa County Jail ("Contract").

On June 30, 2017, the parties executed a First Modification to PC17-030 to extend the term from June 30, 2017 to June 30, 2019 and to increase the compensation for each indigent inmate haircut from \$10 to \$11 in an amount not to exceed \$5,500 over the term of the contract.

On July 1, 2017, the parties executed a Second Modification to amend the language that the compensation would not exceed \$5,500 per fiscal year over the duration of the Contract.

The parties now want to modify the Contract to extend the term of the contract for another two years.

Modification

The parties agree to modify the Contract effective June 25, 2019 as follows:

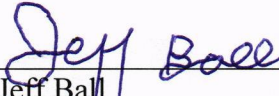
1. Section 2, Term, is modified to extend the termination date through June 30, 2021.

COUNTY OF COLUSA

JEFF BALL


Kent S. Boes, Board Chair

Date: 6/25/19

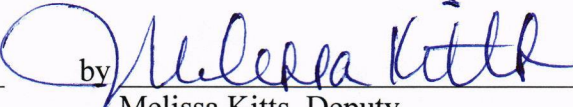

Jeff Ball

Date: 7-5-2019

APPROVED AS TO FORM

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


Marcos A. Kropf, County Counsel

by 
Melissa Kitts, Deputy

Attachment: C19-111 3rd Modification Jeff Ball (6850 : 4th Modification Jeff Ball)

C17-190

Second Modification of Contract PC16-076 for Inmate Haircuts

This Second Modification of Contract PC16-076 for inmate haircuts is between Colusa County (County), a political subdivision of the State of California, and Jeff Ball, (Contractor), an individual.

Background

On November 1, 2016, the parties executed Contract PC16-076 for monthly haircuts for indigent inmates at the Colusa County Sheriff's Office.

On June 30, 2017, the parties executed a first modification PC17-030 to extend the term from June 30, 2017 to June 30, 2019 and to increase the compensation for each indigent inmate haircut from \$10 to \$11 in an amount not to exceed \$5,500 over the term of the contract.

The parties now want to modify the Contract by replacing language that states that this two year contract is in an amount not to exceed \$5,500 per fiscal year.

Modification

The parties agree to modify the Contract effective July 1, 2017 as follows:

1. Section 3, "Compensation" of the Contract is modified to be replaced with:
3. **Compensation:** County will pay Contractor compensation of \$11 per haircut for each indigent inmate, per month, for a total amount not to exceed \$5,500 per fiscal year over the duration of the Contract. Compensation will be paid in accordance with paragraph 4, Method of Payment.

COUNTY OF COLUSA

Gary J. Evans, Board Chair

Date: 9/19/17

JEFF BALL

Signature

Date: 9-24-17

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia Rodriguez, Deputy Clerk

Attachment: C17-190 2nd Modification Jeff Ball (6850 : 4th Modification Jeff Ball)

First Modification of Contract PC16-076 for Inmate Haircuts

This First Modification of Contract PC16-076 for inmate haircuts is between Colusa County (County), a political subdivision of the State of California, and Jeff Ball, (Contractor), an individual.

Background

On November 1, 2016, the parties executed Contract PC16-076 for monthly haircuts for indigent inmates at the Colusa County Sheriff's Office ("Contract").

The parties now want to modify the Contract to extend the term and increase the compensation for each haircut.

Modification

The parties agree to modify the Contract effective June 30, 2017 as follows:

1. Section 2, Term, of the Contract is modified to extend the term from June 30, 2017 to June 30, 2019.
2. Section 3, Compensation, of the Contract is modified to increase the compensation for each indigent inmate haircut from \$10 to \$11 in an amount not to exceed \$5,500 over the term of the contract.

COUNTY OF COLUSA
Wendy G. Tyler, Purchasing Agent**JEFF BALL**Signature **APPROVED AS TO FORM**
Marcos A. Kropf, County Counsel

Attachment: PC17-030 1st Modification Jeff Ball (6850 : 4th Modification Jeff Ball)

Jeff Ball Services Contract

This Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Jeff Ball, ("Contractor"), an individual .

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide indigent inmates at the Colusa County Sheriff's Office located at 929 Bridge Street, Colusa, California 95932 with monthly haircuts, per Title 15 requirements. Contractor must be accompanied by a Sheriff's Deputy at all times.
2. **Term:** This Contract shall begin on November 1, 2016, and shall continue until June 30, 2017.
3. **Compensation:** County will pay Contractor compensation of \$10 per haircut for each indigent inmate, per month, for a total amount not to exceed five thousand five hundred dollars (\$5,500) over the duration of the contract. Compensation will be paid in accordance with paragraph 4, Method of Payment.
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.
 - A. **Invoices shall:**
 - 1) Be prepared on Contractor's letterhead.
 - 2) Bear Contractor's name as shown on the contract.
 - 3) Bear the contract number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided and the name of the inmate.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.
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.

- C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

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.

Attachment: PC16-076 Jeff Ball (6850 : 4th Modification Jeff Ball)

9. **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.
10. **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.
11. **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.
12. **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: Colusa County Sheriff's Office
929 Bridge Street
Colusa, California 95932
Att: Neil Cotter

If to Contractor: Jeff Ball
708 A Onstott Road
Yuba City, CA 95991

13. **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.
14. **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.
15. **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.

16. 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.

17. 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. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

18. 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.

19. 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.

15th IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this day of NOV, 2016.

By Wendy G. Tyler
WENDY G. TYLER, Purchasing Agent for
the County of Colusa

JEFF BALL

x Jeff Ball
Signature

JEFF BALL BARBER
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf
Marcos A. Kropf, County Counsel

Attachment: PC16-076 Jeff Ball (6850 : 4th Modification Jeff Ball)



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve 1st Modification with Clyde Hladky

Approve 1st Modification of Lease Agreement with **Clyde Hladky**, for the lease of office space located at 100 Sunrise Blvd., Suites E and F, for the Colusa County Agricultural Department, effective July 1, 2021.

Detailed Description/Background of request

The lease for office space at CIP for the Ag Department expired June 30, 2021. In addition to extending the lease, some minor corrections are needed to clarify the Consumer Price Index to be utilized in future rent increases.

Prior Board Action

C18-115 Original Agreement

Fiscal Impact/Funding Source

Budgeted; monthly rent is no less than \$6,799.27 + CPI adjustment

Action for the Clerk

Send to: Clyde Hladky, PO Box 5507, Clearlake, CA 95422 for signature.

ATTACHMENTS:

- First Modification Clyde Hladky Lease Suites E and F Ag Dept FINAL(DOCX)
- C18-115 Clyde Hladky (Suite E_F)2 (PDF)

First Modification of Contract No. C18-115 Lease of Commercial Property

This First Modification of Lease of Commercial Property C18-115 is between Colusa County ("Tenant"), a political subdivision of the State of California, and Clyde Hladky ("Landlord"), a sole proprietor.

Background

On June 26, 2018, the parties executed Contract No C18-115 for the lease of office space for the Colusa County Agricultural Department, located at 100 Sunrise Blvd., Suites E and F being a portion of Colusa Industrial Park, Colusa, CA 95932 ("Lease").

The parties now want to modify the termination date of the Lease and correct reference to the Consumer Price Index.

Modification

The parties agree to modify the Lease effective July 1, 2021 as follows:

1. Section 1.00, "Term", is modified to extend the termination date from June 30, 2021 to June 30, 2026.
2. Section 2.00, "Rent", is modified by deleting "Class C" and replacing with "Class B/C".

COUNTY OF COLUSA

CLYDE HLADKY

Date: _____
Gary J. Evans, Board Chair

Date: _____
Signature

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Melissa Kitts, Deputy

LEASE OF COMMERCIAL PROPERTY

This Lease of Commercial Property is made and entered into this 1st day of July, 2018, by and between Clyde Hladky, an Individual, hereinafter referred to as "Lessor" and the County of Colusa, a political subdivision of the State of California, hereinafter referred to as "Lessee".

AGREEMENT

The Lessor, in consideration of the terms, covenants and conditions hereinafter undertaken and agreed to by Lessee, does hereby lease, let and demise unto the Lessee and Lessee does hereby take and rent from the Lessor the following real property and improvements, including the common areas situate in the County of Colusa, State of California, more commonly referred to as that certain office spaces Suites E and F totaling approximately 6,263 square feet, located in the Agricultural Building at 100 Sunrise Blvd., being a portion of Colusa Industrial Park, Colusa, California.

1.00 TERM: The term or period of this Lease shall commence on July 1, 2018, and continue until June 30, 2021.

2.00 RENT: In consideration for the use and occupancy of the demised premises, the Lessee covenants and agrees to pay to Lessor the monthly rental of \$6,799.27 per month, being due in advance on the first day of each month, commencing July 1, 2018.

The monthly rental set forth includes janitorial service Monday through Friday and all outside maintenance and outside utilities.

The minimum monthly rent provided above shall be subject to adjustment on July 1, 2019, and on July 1st of each year thereafter ("The Adjustment Date") unless this Lease has been previously terminated as follows:

The base for computing the adjustment is the Consumer Price Index, (Western Region Consumer Price Index by Population Size Class, Class C, U. S. Department of Labor, Bureau of Statistics) ("Index"), which is published for the month of April to accommodate Lessee's budget period ("Beginning Index"). If the index published nearest the adjustment date ("Extension Index") has increased over the beginning index, the minimum monthly rent for the following year shall be set by multiplying the minimum monthly rent set forth above by a fraction, the numerator of which is the extension index and the denominator of which is the beginning index. In no case shall the minimum monthly rent be less than \$6,799.27. On adjustment of the minimum monthly rent as provided in this Lease, the parties shall immediately execute an amendment to the Lease stating the new minimum monthly rent.

If the index is changed so that the base year differs from that used as of the date immediately preceding the month in which the term commences, the index shall be converted in accordance with the conversion factor published by the U. S. Department of Labor, Bureau of Statistics. If the index is discontinued or revised during the term, such other government index or compilation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

3.00 COMMON AREAS: The term "Common Areas" means all areas and facilities outside the premises and within the exterior boundaries of the office building that are provided and designated by Lessor from time to time for the general use and convenience of Lessee and other Lessees of the office building and their respective authorized representatives and invitees. Common Areas include, without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, restrooms, stairways,

decorative walls, plazas, malls, conference rooms, thruways, loading areas, parking areas and roads.

Lessor gives Lessee and it's authorized representatives and invitees the non-exclusive right to use the Common Areas, with others who are entitled to use the Common Areas, subject to Lessor's rights as set forth herein.

4.00 COSTS AND ASSESSMENTS: All real property taxes, water and sewer services, and exterior pest control upon the demised premises during the period of this Lease shall be paid by Lessor, and all business licenses, taxes, worker's compensation coverage, sales taxes, unemployment insurance taxes, gas and electrical service, telephone service, security system, interior pest control, door mats, and any other costs incidental to the operation of the premises for it's approved use shall be the sole obligation of, and paid by the Lessee and Lessor will not be in any way responsible for said payment. At Lessee's expense, desk/chair mats are required for the protection of the carpet.

4.01 COMMON AREA UTILITES: Lessee shall reimburse Lessor on a monthly basis for Lessor's cost to furnish electricity and gas to Lessee's prorated share of common area. The basis for Suite E share is: 3,040 sq. ft. divided by the total office space at 100 Sunrise Blvd., 12,417 sq. ft. = 24.5%; the basis for Suite F share is: 3,223 sq. ft. divided by the total office space, 12,417 sq. ft. = 25.9%.

5.00 INSURANCE: Lessee at its sole cost shall maintain adequate Worker's Compensation Insurance together with Public Liability and Property Damage Insurance with liability limits not less than \$1,000,000.00 per occurrence, and property damage limits of not less than \$1,000,000.00 per occurrence insuring against all liability of Lessee and its authorized representatives and persons arising out of and in connection with Lessee's use and

occupancy of the premises. All Public Liability Insurance and Property Damage Insurance shall name both Lessor and Lessee as co-insureds and the policy shall contain cross liability endorsements. A Certificate of Insurance naming Lessor as additional insured shall be provided to Lessor within 30 days upon execution of said agreement and annually thereafter for the term of this lease and any renewal terms.

Lessor shall maintain adequate fire insurance for the building structure, but Lessee shall maintain fire insurance for all of its personal property, Lessee's improvements, and alterations, in, on or about the premises.

6.00 USE OF PREMISES: Lessee shall use the premises for a business office and for no other use without Lessor's written consent. Lessee shall also have the non-exclusive use of the parking lot located upon the property. Lessee further covenants that it will not do or permit to be done, in, to or upon said premises any act or thing which will invalidate any insurance upon or about, or in any manner pertaining to said building and the Lessee further covenants that it will not permit anything to be built, put, stored, kept or maintained on said premises in such condition as will render said premises uninsurable.

Lessee agrees not to allow pets, other than guide dogs, on the premises nor use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or other tenants in the building which the premises are located.

7.00 ALTERATIONS: Lessee shall not make any alterations to the premises without Lessor's prior written consent. Any alterations or improvements made to the premises shall be at the Lessee's expense and shall remain on and be surrendered with the premises on expiration or termination of the term, except that Lessor can elect within thirty

(30) days before expiration of the term, or within five (5) days after termination of the term, to require Lessee to remove any alterations that Lessee has made to the premises. If Lessor so elects, Lessee at its sole cost and expense shall restore the premises to the condition designated by Lessor in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

8.00 REPAIRS AND MAINTENANCE: Lessor will, at its sole cost and expense, keep and maintain the roof and sidewalls, heating and air conditioning and common areas of said building in good and sanitary order, condition and repair. The Lessee, at its sole cost and expense, shall keep and maintain the entire interior of said premises, in good and sanitary order, condition and repair.

9.00 DESTRUCTION OF PREMISES: In the event the premises shall be, by fire or other unavoidable casualty, destroyed or so structurally damaged as to be unfit for Lessee business occupancy, the rents herein provided shall be suspended and cease to be payable, and the obligation of Lessee to pay the rent shall revive and payments shall resume only if Lessor elects to and does rebuild or structurally repair said building at his own cost and expense within a period of 180 working days from the fire or unavoidable casualty. The failure of Lessor to rebuild or structurally repair said building within said period of 180 working days shall terminate this Lease together with all rights and obligations already accrued and existing at the time of said fire or unavoidable casualty and the Lessor shall have the right to reenter and to repossess itself of the demised premises and its former estate therein. In the event the premises shall be, by fire or other unavoidable casualty, damaged but not to the extent that they are totally unfit for office use, the Lessor shall promptly repair such structural damage at its own cost and expense and the rent during the period of repair

shall continue at a reduced rate to be agreed upon by the parties, but in no event shall such reduced rate be less than one-half the normal standard rate established by this Lease. The destruction or damage contemplated and provided for in this paragraph is destruction or damage to the building structure proper as distinguished from destruction or damage to fixtures, trade fixtures, office equipment and other equipment peculiar to an office.

10.00 CONDITION OF PREMISES: Lessee acknowledges that said premises and every part thereof, and all window glass or other glazing, plumbing, heating, air conditioning, and other fixtures in and about the premises are at the date of such entry complete and in good order, condition and repair, and that on the last day of said term the Lessee shall peaceably and quietly leave and yield up to Lessor all and singular the said premises, with the said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof and damage by act of God or by the elements excepted.

11.00 ATTORNEY'S FEES: In the event any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including attorney's fees in such action or proceeding, or appeal therefrom, in such amount as the court adjudge reasonable.

12.00 GOVERNMENTAL COMPLIANCE: The Lessee will, at his sole cost and expense, comply with all the requirements of all municipal, state and federal authorities now in force, or which may hereafter be enforced, pertaining to said premises, or affecting the use to which said premises have been, are being, or are to be put by the Lessee, and will faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force excepting in so far as such ordinance or statute shall require property improvements, such improvements shall be the responsibility

of Lessor. If it is determined that such period shall extend beyond the lease term, the excess will be paid for prorata by the Lessor.

13.00 LIENS, ENCUMBRANCES AND PUBLIC LIABILITY: Lessee shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

Lessee shall at all times save Lessor free and harmless of and from all claims and demands whatsoever by or on behalf of any person or persons for any act or omission on the part of Lessee or any person acting on Lessee's behalf or under Lessee's direction or employ, and from all loss or damage of every nature and description by reason of said act or omission, and from any injury to any person on said premises whatsoever.

14.00 LIENS ON PREMISES: Lessee covenants and agrees that it will make no arrangement, contract, or agreement for the construction, alteration, modification, repair, decorating, furnishing of materials or labor, of and to the building or any addition to the demised premises unless such arrangement, contract, or agreement be in writing and contain an express waiver on the part of such contractor or person, of any and all claim for mechanic's or materialmen's lien against the demised premises, and if such liens should arise Lessee covenants to pay promptly the amounts due for which the liens are security and if Lessee does not so pay said amounts promptly, Lessor may at its option, pay the same and the amounts so paid by Lessor to discharge shall constitute a part of said rental due for said month.

15.00 CREDITOR OR BANKRUPTCY ACTIONS: If the Lessee shall at any time during the term hereby demised, become insolvent, or if proceedings in bankruptcy shall

be instituted by or against the Lessee, or if said Lessee shall make an assignment for the benefit of creditors, or if any execution or attachment shall issue against the Lessee whereupon the demised premises shall be taken or attempted to be taken, or if a receiver or trustee shall be appointed for the Lessee, then, and in each of said cases, the term hereby granted and any renewal thereof shall immediately cease, and come to an end and it shall be lawful for the Lessor to enter upon the demised premises and repossess himself of his former estate herein discharged from this Lease.

16.00 ASSIGNMENT: The Lessor and Lessee mutually covenant and agree that this Lease and any renewal thereof shall neither be, by Lessee, assigned in whole or in part, nor subleased in whole or in part, without the prior written consent of the Lessor to such assignment or sublease first had and obtained and provided further that the consent of Lessor to any assignment or sublease shall not operate as a waiver on the prohibition against subsequent assignments or subleases. In the event the Lessee assigns or subleases, or attempts to assign or sublease, the demised premises, in whole or in part, without the prior written consent of the Lessor to said assignment or sublease, or attempted assignment or sublease, and in each of said cases, the Lessor may, at its election, terminate this Lease and any renewal thereof, and it shall then be lawful for Lessor to enter upon the demised premises and repossess itself of its former estate therein, thereby being discharged from this Lease and from any assignment, and sublease, any attempted assignment or any attempted sublease of same. Lessor shall not unreasonable withhold consent to such assignment or sublease.

17.00 LESSOR'S ENTRY: Lessor shall have the right to enter into or upon all or any part of the said premises either in person or by agent at such times as Lessor may deem

proper for the purpose of inspecting the said premises. If said entry is to be after normal working hours, Lessee shall be notified during normal working hours, at least 24 hours in advance of said entry.

18.00 REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this Lease by Lessee, the Lessor besides other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this Lease, relet said premises or any part thereof for such term or terms and at such rental and upon such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereafter, the cost and expenses of such reletting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period of such reletting; or (b) at the option of Lessor rents received by Lessor for such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable

hereunder. No such reentry or taking possession of such premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding, any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

19.00 WAIVER: The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20.00 NOTICES: All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, addressed to Lessee at 100 Sunrise Blvd., Suite F, Colusa, California, 95932. All notices to be given to Lessor may be given in writing personally or by depositing the same in the United States

C18-115

mail, postage prepaid, addressed to Lessor in the name of Clyde Hladky, Post Office Box 5507, Clearlake, CA 95422.

21.00 OPTION TO EXTEND: Provided that Lessee shall not be in default hereunder, either at the time of giving notice or at the commencement of the extended term, Lessee shall have the option to extend the term for an additional three year term. Delivery by Lessee to Lessor of written notice of its election to exercise such option(s) shall be at least ninety (90) days prior to the expiration of the original (or extended) term hereof. The parties hereto shall have thirty (30) days after the Lessor receives the option notice in which to agree on the minimum monthly rental during the extended term(s). If the parties agree on the minimum monthly rent for the extended term(s) during the period, they shall immediately execute and amendment to this lease stating the minimum monthly rent. In the event that there is more than one option to extend the term of this Lease, the parties hereto shall negotiate the minimum monthly rent as set forth herein for each extended term of this lease. If the parties hereto are unable to agree on the minimum monthly rent for the extended term(s) within said thirty (30) day period, the option notice shall be of no effect and this Lease shall expire at the end of the term. Neither party to this Lease, shall have the right to have a court or other third party set the minimum monthly rent.

22.00 MISCELLANEOUS:

- a. With respect to the giving of said notice of renewal, it is agreed by and between the parties hereto that time is of the essence in all provisions of this agreement.
- b. This Lease shall be binding upon the parties hereto, their heirs, executors, administrators and assigns except as herein provided.

In witness whereof, the parties have hereunto set their hands this day and year first
above written.

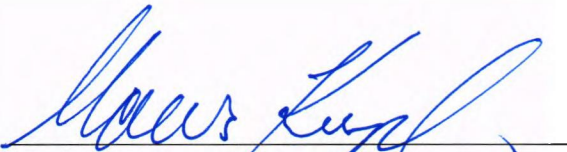
LESSEE

COUNTY OF COLUSA


Gary J. Evans, Board Chair

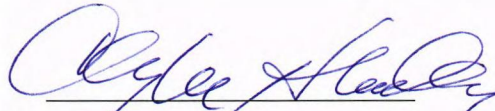
Date 10/26/18

APPROVED AS TO FORM


Marcos A. Kropf, County Counsel

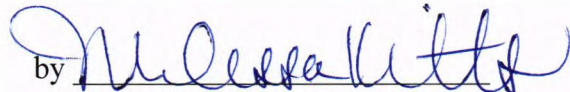
LESSOR

CLYDE HLADKY


Signature

Date 7/16/18

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

by 
Melissa Kitts, Deputy

Attachment: C18-115 Clyde Hladky (Suite E_F)2 (6851 : Approve 1st Modification with Clyde Hladky for Lease of Office Space at CIP)

original
lease agreements for
Suite E/F

8/26/18
purchasing

Attachment: C18-115 Clyde Hladky (Suite E_F)2 (6851 : Approve 1st Modification with Clyde Hladky for Lease of Office Space at CIP)

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: 1st Modification with Clyde Hladky for Office space at CIP Suites A-1 & A-2 for Air Pollution Control District

Approve 1st Modification of Lease Agreement with **Clyde Hladky** for the lease of office space located at 100 Sunrise Blvd., Suites A-1 and A-2, for the Colusa County Air Pollution Control District, effective July 1, 2021.

Detailed Description/Background of request

In July of 2018 the Ag Dept. entered in to an agreement with Clyde Hladky for office space (Ste. A-2) located at CIP to be utilized as the Air Pollution Control District office. Suite A-1 was previously leased by the Water Resources Department, but with the relocation of the Water Resources Dept. to the Community Development Department, the Ag Department would like to add Suite A-1 to the lease agreement for the Air Pollution Control District Lease agreement.

This document extends the term of the lease for five years, incorporates the additional square footage into the Air Pollution Control District lease, and clarifies the CPI to be utilized for future rent increases.

Prior Board Action

C18-116 Original Water Resources Lease Agreement
C18-117 Original Air Pollution Lease Agreement

Fiscal Impact/Funding Source

Budgeted; the monthly rent shall not exceed \$1,631.52 + annual CPI adjustment

Action for the Clerk

Send to: Clyde Hladky, PO Box 5507, Clearlake, CA 95422 for signature.

ATTACHMENTS:

- First Modification Clyde Hladky Lease Suites A-1 and A-2 Air Pollution FINAL (DOCX)
- C18-117 Clyde Hladky (A-2)2 (PDF)
- C18-116 Clyde Hladky (A-1)

First Modification to Contract No. C18-117 for Lease of Commercial Property

This First Modification to Contract No. C18-117 for the Lease of Commercial Property is between the County of Colusa ("Tenant"), a political subdivision of the State of California, and Clyde Hladky ("Landlord"), a sole proprietor.

Background

Effective July 1, 2018, the parties entered into two separate lease agreements: Contract No. C18-116 for the lease of office space, commonly referred to as 567 square foot of office located in the Agricultural Building at 100 Sunrise Blvd., Suite A-1, and Contract No. C18-116 for the lease of office space for the Air Pollution Control District, located at 100 Sunrise Blvd., Suite A-2, Colusa, CA 95932.

The parties now wish to consolidate the two leases into one Lease Agreement for Suite A-1 and Suite A-2 ("Lease"), extend the termination date, modify the rent to reflect the additional square footage, and designate which CPI will be used for future annual increases.

Modification

The parties agree to modify the Lease effective July 1, 2021, as follows:

1. Lease is modified to add 567 square foot office space located at Colusa Industrial Properties, Agricultural Building, 100 Sunrise Blvd., Suite A-1, Colusa, CA.
2. Section 1.00, "Term", is modified to extend the termination date from June 30, 2021 to June 30, 2026.
3. Section 2.00 "Rent", is modified to increase the current monthly rent to \$1,631.52, delete "Pacific Cities and U.S. City Average for All Urban Consumers (CPI-U), U.S. City Average" and replace it with "Western Region Consumer Price Index by Population Size, Class B/C".

COUNTY OF COLUSA

CLYDE HLADKY

Date: _____
Gary J. Evans, Board Chair

Date: _____
Signature

APPROVED AS TO FORM

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

Richard Stout, County Counsel

By _____
Melissa Kitts, Deputy

LEASE OF COMMERCIAL PROPERTY

This Lease of Commercial Property is made and entered into this 1st day of July, 2018, by and between Clyde Hladky, an Individual, hereinafter referred to as “Lessor” and Colusa County Air Pollution Control District, a regional Air Pollution Control District, hereinafter referred to as “Lessee”.

AGREEMENT

The Lessor, in consideration of the terms, covenants and conditions hereinafter undertaken and agreed to by Lessee, does hereby lease, let and demise unto the Lessee and Lessee does hereby take and rent from the Lessor the following real property and improvements, including the common areas situate in the County of Colusa, State of California, more commonly referred to as that certain 567 square foot office located in the Agricultural Building at 100 Sunrise Blvd., Suite A-2, being a portion of Colusa Industrial Park, Colusa, California.

1.00 TERM: The term or period of this Lease shall commence on July 1, 2018, and continue until June 30, 2021.

2.00 RENT: In consideration for the use and occupancy of the demised premises, the Lessee covenants and agrees to pay to Lessor the monthly rental of \$753.20 per month, being due in advance on the first day of each month, commencing July 1, 2018. Rental includes use of all office furniture and file cabinets.

The monthly rental set forth includes janitorial service Monday through Friday and all outside maintenance and outside utilities.

Attachment: C18-117 Clyde Hladky (A-2)2 (6852 : First Modification with Clyde Hladky for Office Space for AirPollution)

The minimum monthly rent provided above shall be subject to adjustment on July 1, 2019, and on July 1st of each year thereafter ("The Adjustment Date") unless this Lease has been previously terminated as follows:

The base for computing the adjustment is the Consumer Price Index Pacific Cities and U.S. City Average for All Urban Consumers (CPI-U), U.S. City Average, Percentage Change for the Year Ending in April of the year of the adjustment. In no case shall the minimum monthly rent be less than \$753.20. On adjustment of the minimum monthly rent as provided in this Lease, the parties shall immediately execute an amendment to the Lease stating the new minimum monthly rent. Thirty days prior to adjustment, Lessor will provide Lessee notice of the adjustment, the amount of adjustment and the supporting CPI adjustment amounts as published by the Bureau of Labor Statistics.

If the index is discontinued or revised during the term, such other government index or compilation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

3.00 COMMON AREAS: The term "Common Areas" means all areas and facilities outside the premises and within the exterior boundaries of the office building that are provided and designated by Lessor from time to time for the general use and convenience of Lessee and other Lessees of the office building and their respective authorized representatives and invitees. Common Areas include, without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, decorative walls, plazas, malls, conference rooms, thruways, loading areas, parking areas and roads.

Lessor gives Lessee and it's authorized representatives and invitees the non-exclusive right to use the Common Areas, with others who are entitled to use the Common Areas, subject to Lessor's rights as set forth herein.

4.00 COSTS AND ASSESSMENTS: All real property taxes, water and sewer services, and exterior pest control upon the demised premises during the period of this Lease shall be paid by Lessor, and all business licenses, taxes, worker's compensation coverage, sales taxes, unemployment insurance taxes, gas and electrical service, telephone service, security system, interior pest control, door mats, and any other costs incidental to the operation of the premises for it's approved use shall be the sole obligation of, and paid by the Lessee and Lessor will not be in any way responsible for said payment. At Lessee's expense, desk/chair mats are required for the protection of the carpet.

5.00 INSURANCE: Lessee at its sole cost shall maintain adequate Worker's Compensation Insurance together with Public Liability and Property Damage Insurance with liability limits not less than \$1,000,000.00 per occurrence, and property damage limits of not less than \$1,000,000.00 per occurrence insuring against all liability of Lessee and its authorized representatives and persons arising out of and in connection with Lessee's use and occupancy of the premises. All Public Liability Insurance and Property Damage Insurance shall name both Lessor and Lessee as co-insureds and the policy shall contain cross liability endorsements. A Certificate of Insurance naming Lessor as additional insured shall be provided to Lessor within 30 days upon execution of said agreement and annually thereafter for the term of this lease and any renewal terms.

Lessor shall maintain adequate fire insurance for the building structure, but Lessee shall maintain fire insurance for all of its personal property, Lessee's improvements, and alterations, in, on or about the premises.

6.00 USE OF PREMISES: Lessee shall use the premises for a business office and for no other use without Lessor's written consent. Lessee shall also have the non-exclusive use of the parking lot located upon the property. Lessee further covenants that it will not do or permit to be done, in, to or upon said premises any act or thing which will invalidate any insurance upon or about, or in any manner pertaining to said building and the Lessee further covenants that it will not permit anything to be built, put, stored, kept or maintained on said premises in such condition as will render said premises uninsurable.

Lessee agrees not to allow pets, other than guide dogs, on the premises nor use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or other tenants in the building which the premises are located.

7.00 ALTERATIONS: Lessee shall not make any alterations to the premises without Lessor's prior written consent. Any alterations or improvements made to the premises shall be at the Lessee's expense and shall remain on and be surrendered with the premises on expiration or termination of the term, except that Lessor can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Lessee to remove any alterations that Lessee has made to the premises. If Lessor so elects, Lessee at its sole cost and expense shall restore the premises to the condition designated by Lessor in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

8.00 REPAIRS AND MAINTENANCE: Lessor will, at its sole cost and expense, keep and maintain the roof and sidewalls, heating and air conditioning and common areas of said building in good and sanitary order, condition and repair. The Lessee, at its sole cost and expense, shall keep and maintain the entire interior of said premises, in good and sanitary order, condition and repair.

9.00 DESTRUCTION OF PREMISES: In the event the premises shall be, by fire or other unavoidable casualty, destroyed or so structurally damaged as to be unfit for Lessee business occupancy, the rents herein provided shall be suspended and cease to be payable, and the obligation of Lessee to pay the rent shall revive and payments shall resume only if Lessor elects to and does rebuild or structurally repair said building at his own cost and expense within a period of 180 working days from the fire or unavoidable casualty. The failure of Lessor to rebuild or structurally repair said building within said period of 180 working days shall terminate this Lease together with all rights and obligations already accrued and existing at the time of said fire or unavoidable casualty and the Lessor shall have the right to reenter and to repossess itself of the demised premises and its former estate therein. In the event the premises shall be, by fire or other unavoidable casualty, damaged but not to the extent that they are totally unfit for office use, the Lessor shall promptly repair such structural damage at its own cost and expense and the rent during the period of repair shall continue at a reduced rate to be agreed upon by the parties, but in no event shall such reduced rate be less than one-half the normal standard rate established by this Lease. The destruction or damage contemplated and provided for in this paragraph is destruction or damage to the building structure proper as distinguished from destruction or damage to fixtures, trade fixtures, office equipment and other equipment peculiar to an office.

10.00 CONDITION OF PREMISES: Lessee acknowledges that said premises and every part thereof, and all window glass or other glazing, plumbing, heating, air conditioning, and other fixtures in and about the premises are at the date of such entry complete and in good order, condition and repair, and that on the last day of said term the Lessee shall peaceably and quietly leave and yield up to Lessor all and singular the said premises, with the said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof and damage by act of God or by the elements excepted.

11.00 ATTORNEY'S FEES: In the event any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including attorney's fees in such action or proceeding, or appeal therefrom, in such amount as the court adjudge reasonable.

12.00 GOVERNMENTAL COMPLIANCE: The Lessee will, at his sole cost and expense, comply with all the requirements of all municipal, state and federal authorities now in force, or which may hereafter be enforced, pertaining to said premises, or affecting the use to which said premises have been, are being, or are to be put by the Lessee, and will faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force excepting in so far as such ordinance or statute shall require property improvements, such improvements shall be the responsibility of Lessor. If it is determined that such period shall extend beyond the lease term, the excess will be paid for prorata by the Lessor.

13.00 LIENS, ENCUMBRANCES AND PUBLIC LIABILITY: Lessee shall keep the demised premises and the property in which the demised premises are situated, free

from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

Lessee shall at all times save Lessor free and harmless of and from all claims and demands whatsoever by or on behalf of any person or persons for any act or omission on the part of Lessee or any person acting on Lessee's behalf or under Lessee's direction or employ, and from all loss or damage of every nature and description by reason of said act or omission, and from any injury to any person on said premises whatsoever.

14.00 LIENS ON PREMISES: Lessee covenants and agrees that it will make no arrangement, contract, or agreement for the construction, alteration, modification, repair, decorating, furnishing of materials or labor, of and to the building or any addition to the demised premises unless such arrangement, contract, or agreement be in writing and contain an express waiver on the part of such contractor or person, of any and all claim for mechanic's or materialmen's lien against the demised premises, and if such liens should arise Lessee covenants to pay promptly the amounts due for which the liens are security and if Lessee does not so pay said amounts promptly, Lessor may at its option, pay the same and the amounts so paid by Lessor to discharge shall constitute a part of said rental due for said month.

15.00 CREDITOR OR BANKRUPTCY ACTIONS: If the Lessee shall at any time during the term hereby demised, become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Lessee, or if said Lessee shall make an assignment for the benefit of creditors, or if any execution or attachment shall issue against the Lessee whereupon the demised premises shall be taken or attempted to be taken, or if a receiver or trustee shall be appointed for the Lessee, then, and in each of said cases, the term hereby

granted and any renewal thereof shall immediately cease, and come to an end and it shall be lawful for the Lessor to enter upon the demised premises and repossess himself of his former estate herein discharged from this Lease.

16.00 ASSIGNMENT: The Lessor and Lessee mutually covenant and agree that this Lease and any renewal thereof shall neither be, by Lessee, assigned in whole or in part, nor subleased in whole or in part, without the prior written consent of the Lessor to such assignment or sublease first had and obtained and provided further that the consent of Lessor to any assignment or sublease shall not operate as a waiver on the prohibition against subsequent assignments or subleases. In the event the Lessee assigns or subleases, or attempts to assign or sublease, the demised premises, in whole or in part, without the prior written consent of the Lessor to said assignment or sublease, or attempted assignment or sublease, and in each of said cases, the Lessor may, at its election, terminate this Lease and any renewal thereof, and it shall then be lawful for Lessor to enter upon the demised premises and repossess itself of its former estate therein, thereby being discharged from this Lease and from any assignment, and sublease, any attempted assignment or any attempted sublease of same. Lessor shall not unreasonable withhold consent to such assignment or sublease.

17.00 LESSOR'S ENTRY: Lessor shall have the right to enter into or upon all or any part of the said premises either in person or by agent at such times as Lessor may deem proper for the purpose of inspecting the said premises. If said entry is to be after normal working hours, Lessee shall be notified during normal working hours, at least 24 hours in advance of said entry.

18.00 REMEDIES OF LESSOR ON DEFAULT: In the event of any breach of this Lease by Lessee, the Lessor besides other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this Lease, relet said premises or any part thereof for such term or terms and at such rental and upon such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereafter, the cost and expenses of such reletting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period of such reletting; or (b) at the option of Lessor rents received by Lessor for such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. No such reentry or taking possession of such premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of

competent jurisdiction. Notwithstanding, any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

19.00 WAIVER: The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20.00 NOTICES: All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, addressed to Lessee at 100 Sunrise Blvd., Suite A-2, Colusa, California, 95932. All notices to be given to Lessor may be given in writing personally or by depositing the same in the United States mail, postage prepaid, addressed to Lessor in the name of Clyde Hladky, P.O. Box 5507, Clearlake, CA 95422

21.00 OPTION TO EXTEND: Provided that Lessee shall not be in default hereunder, either at the time of giving notice or at the commencement of the extended term, Lessee shall have the option to extend the term of this Lease for (1) additional three year term. Delivery by Lessee to Lessor of written notice of its election to exercise such option(s) shall be at least ninety (90) days prior to the expiration of the original (or extended) term hereof. The parties hereto shall have thirty (30) days after the Lessor receives the option notice in which to agree on the minimum monthly rental during the extended term(s). If the parties agree on the minimum monthly rent for the extended term(s) during the period, they shall immediately execute and amendment to this lease stating the minimum monthly rent. In the event that there is more than one option to extend the term of this Lease, the parties hereto shall negotiate the minimum monthly rent as set forth herein for each extended term of this lease. If the parties hereto are unable to agree on the minimum monthly rent for the extended term(s) within said thirty (30) day period, the option notice shall be of no effect and this Lease shall expire at the end of the term. Neither party to this Lease, shall have the right to have a court or other third party set the minimum monthly rent.

22.00 MISCELLANEOUS:

- a. With respect to the giving of said notice of renewal, it is agreed by and between the parties hereto that time is of the essence in all provisions of this agreement.
- b. This Lease shall be binding upon the parties hereto, their heirs, executors, administrators and assigns except as herein provided.

In witness whereof, the parties have hereunto set their hands this day and year first above written.

LESSEE

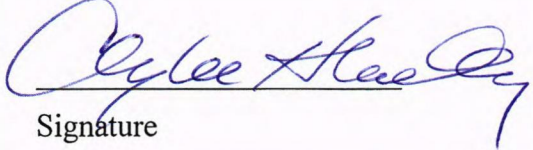
LESSOR

COUNTY OF COLUSA

CLYDE HLADKY



Gary J. Evans, Board Chair



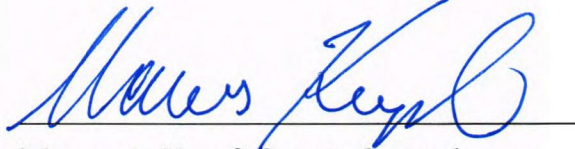
Signature

Date 6/26/18

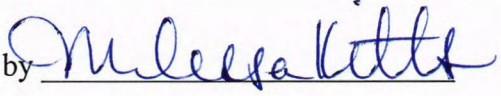
Date 7/18/18

APPROVED AS TO FORM

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



Marcos A. Kropf, County Counsel

by 

Melissa Kitts, Deputy

Attachment: C18-117 Clyde Hladky (A-2)2 (6852 : First Modification with Clyde Hladky for Office Space for AirPollution)

10/26/18
purchasing

Suite A-2

Attachment: C18-117 Clyde Hladky (A-2)2 (6852 : First Modification with Clyde Hladky for Office Space for AirPollution)

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Reclamation District No. 2047 Appointment in Lieu of Election

Adopt a Resolution appointing Gary Alves, Dennis Clark, and Christine N. Wylie to Reclamation District No. 2047 in lieu of election to serve a 4 year term effective December 3, 2021 to December 5, 2025.

Detailed Description/Background of request

Reclamation District No. 2047 has three available seats on their District Board and three applicants have filed. Since the number of persons who have filed a Nomination petition of Candidate for Trustee does not exceed the number of offices to be filled, the Board of Supervisors may appoint in lieu of an election. Further, no petition requesting an election be held has been received. The Reclamation District No. 2047 requests that the Board of Supervisors appoint Gary Alves, Dennis Clark, and Christine N. Wylie as Trustees to serve 4 year terms effective December 3, 2021 to December 5, 2025.

Per Election Code Section 10515 (a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Provide a signed copy of the resolution to the County Clerk and send notice of appointment and oath of office to Gary Alves, Dennis Clark and Christine N. Wylie.

ATTACHMENTS:

- Resolution Appointing in Lieu of Election - RD 2047 (DOCX)
- 08-20-21 Request to Appoint in Lieu - RD 2047 (PDF)

RESOLUTION NO. 21 -**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPOINTING TRUSTEES TO RECLAMATION DISTRICT NO. 2047 PURSUANT TO ELECTIONS CODE SECTION 10515 ET SEQ.**

WHEREAS, California Elections Code section 10515(a) establishes that if the number of persons who have filed does not exceed the number of offices to be filled, the supervising authority of the County shall make appointments to the District;

WHEREAS, the Reclamation District 2047 District Secretary has certified the number of persons who have filed a Nomination Petition of Candidate for Trustee does not exceed the number of offices to be filled, and that no petition requesting an election be held has been received;

WHEREAS, pursuant to Section 10515 of the Elections Code the Colusa County Board of Supervisors, as the supervising authority, shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office;

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors appoints Gary Alves, Dennis Clark, and Christine N. Wylie to each serve 4-year terms as Trustees on the Reclamation District No. 2047 Board commencing on December 3, 2021 to December 5, 2025.

PASSED AND ADOPTED this 14th day of September, 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

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: Resolution Appointing in Lieu of Election - RD 2047 [Revision 1] (6860 : Appointment in Lieu of Election)

RECLAMATION DISTRICT NO. 2047

Situated in Colusa and Glenn Counties
258 S. Butte Street, Willows, CA 95988
P.O. Box 217, Princeton, CA 95970
Phone: (530) 439-2248 ~ Fax: (530) 439-2163

RECEIVED

AUG 19 2021

COLUSA
BOARD OF SUPERVISORS

FILED

AUG 20 2021

ROSE GALLO-VASQUEZ
COLUSA COUNTY CLERK-RECORDERTrustees:

Don Cecil
President

Gary Alves
Trustee

Manuel Barrett, Jr.
Trustee

Dennis Clark
Trustee

Rick Simson
Trustee

Albert J. (AJ) Perez
Trustee

Christine N. Wylie
Trustee

Andrea Roach
Secretary

August 16, 2021

Colusa County Board of Supervisors
546 Jay Street
Colusa, CA 95932

Pursuant to Elections code Section 10515, I certify that General District Election to elect Trustees of Reclamation District No. 2047, the number of persons who have filed a Nomination Petition of Candidate for Trustee does not exceed the number of offices to be filled. Also, no petition requesting an election be held has been received. Therefore, I hereby request that the Board of Supervisors appoint in lieu of election the following nominees who have filed a Nomination Petition of Candidate. (Appointees shall qualify and take office and serve as if elected at the election for that office).

4 year term	12/3/2021 to 12/5/2025	Gary Alves
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4 year term	12/3/2021 to 12/5/2025	Dennis Clark
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4 year term	12/3/2021 to 12/5/2025	Christine N. Wylie
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After the appointments have been made by the Board of Supervisors, please forward the certificates of appointment and Oaths of Office to my office for completion.

Thank you,



Andrea Roach
Secretary

Attachment: 08-20-21 Request to Appoint in Lieu - RD 2047 (6860 : Appointment in Lieu of Election)

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Human Resources

FROM: Ann Nordyke

SUBJECT: Discussion and possible action regarding the Resolution
Establishing Temporary Personnel Policies

Discussion and possible action regarding Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

Detailed Description/Background of request

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

On March 30, 2021 the resolution was modified to update the temporary policy in

compliance with Labor Code section 248.2 significant new obligations related to the provision of paid leave for reasons related to COVID-19.

Prior Board Action

August 31, 2021 reconsidered/extended Resolution with no changes.

August 17, 2021 reconsidered/extended Resolution with no changes.

August 3, 2021 reconsidered/extended Resolution with no changes.

June 22, 2021 reconsidered/extended Resolution with no changes.

June 8, 2021 reconsidered/extended Resolution with no changes.

May 25, 2021 reconsidered/extended Resolution with no changes.

May 11, 2021 reconsidered/extended Resolution with no changes.

April 27, 2021 reconsidered/extended Resolution with no changes.

April 13, 2021 reconsidered/extended Resolution with no changes.

March 30, 2021 reconsidered/extended Resolution update temporary policy in compliance with Labor Code section 248.2 significant new obligations related to provision of paid leave for reason related to COVID-19.

March 16, 2021 reconsidered/extended Resolution with no changes.

March 2, 2021 reconsidered/extended Resolution with no changes.

February 16, 2021 reconsidered/extended Resolution with no changes.

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.

January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.

December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.

November 24, 2020 reconsidered/extended Resolution with no changes

November 10, 2020 reconsidered/extended Resolution with no changes

October 27, 2020 reconsidered/extended Resolution with no changes

October 13, 2020 reconsidered/extended Resolution with no changes

September 29, 2020 reconsidered/extended Resolution

September 15, 2020 reconsidered/extended Resolution

September 1, 2020 reconsidered/extended Resolution

August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.

August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

June 30, 2020 reconsidered/extended the Resolution 35 days

June 2, 2020 reconsidered/extended the Resolution

May 5, 2020 reconsidered/extended the Resolution

April 21, 2020 reconsidered/extended the Resolution

April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008

March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source

Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk

None

ATTACHMENTS:

- 20-008 Resolution Establishing Temporary Additional Personnel Policies (PDF)

RESOLUTION NO. 20-008**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES**

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.

6. Employees who are unable to work or telework due to a COVID-19 related quarantine, isolation period, vaccination, or illness involving themselves or a family member are entitled to COVID-19 supplemental paid sick leave, as set forth more specifically in California labor Code section 248.2.

7. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

8. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

9. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

10. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

11. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

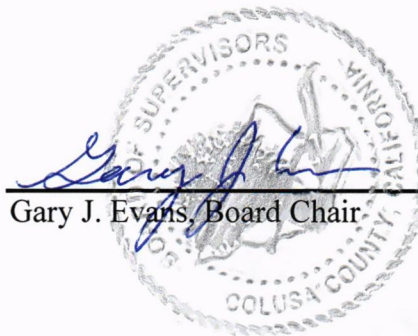
12. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

PASSED AND ADOPTED this 30th day of March, 2021 by the following vote:

AYES: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, J. Merced Corona and Gary J. Evans.

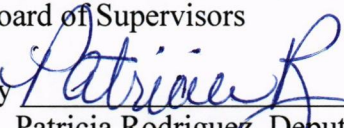
NOES: None.

ABSENT: None.

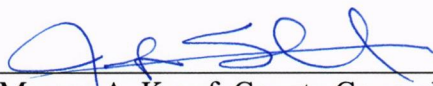


Gary J. Evans, Board Chair

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

By 
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:


Marcos A. Kropf, County Counsel



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request

None.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Auditor

FROM: Robert Zunino

SUBJECT: Resolution Adopting Secured Property Tax Rates for 2021-22 Fiscal Year

Adopt A Resolution fixing the Colusa County Secured Property Tax Rates for Fiscal Year 2021-22.

Detailed Description/Background of request

California Government Code section 29100 requires the Board to adopt, by resolution, tax rates on the secured roll, every year before October 3, not to exceed the 1% limitation provided for in the California Constitution. Additionally, for voter approved indebtedness, the Board is required to adopt tax rates on the secured roll to support the annual debt requirement. These additional rates include indebtedness incurred by school districts, special districts, special zones, and improvement districts, as provided for under Government Code section 29102.

The County's tax rate is within the 1% limitation and does not reflect any additional voter approved indebtedness.

The additional tax rates for voter approved indebtedness for several school districts is reflected in Exhibit A to the Resolution.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send copy of Resolution to Brittany Wheeler in the Auditor's Office.

ATTACHMENTS:

- Tax Rate Resolution and Exhibit A 21-22 (DOCX)

RESOLUTION NO. 21- _____**RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS
ADOPTING AND FIXING THE COLUSA COUNTY PROPERTY TAX RATES FOR
THE 2021-22 FISCAL YEAR**

WHEREAS, there has been submitted to the Colusa County Board of Supervisors proposed rates of County and District taxes which will procure sufficient revenues as required by provisions of the Government Code of the State of California. The provisions of Title 3, Division 3, Chapter 1, Article 5 of the Government Code as amended, relative to the fixing of tax rates for the fiscal year, have been complied with and there is attached hereto and made a part hereof and incorporated herein the proposed County and District tax rates for the 2021-22 fiscal year; and

WHEREAS, Title 3, Division 3, Chapter 1, Article 5 of the Government Code as amended, requires the Board of Supervisors by resolution to adopt and fix the tax rates of County and District taxes pursuant to and in conformance with said provisions of the Government Code.

NOW, THEREFORE, BE IT RESOLVED that the proposed tax rates, a copy of which is attached hereto and made a part hereof and incorporated by this reference as Exhibit A, for the raising of County and District taxes according to the requirements of the Colusa County Budget of the 2021-22 fiscal year, be, and the same is hereby adopted as the 2021-22 tax rates of Colusa County.

PASSED AND ADOPTED this 14th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Gary Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

EXHIBIT A**COUNTY OF COLUSA****2021-2022 SECURED PROPERTY TAX RATES**

COUNTYWIDE TAX RATE	1.000000%
COLUSA UNIFIED SCHOOL BOND AND INTEREST	0.003440 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #2	0.032956 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #5	0.056333 %
PRINCETON UNIFIED SCHOOL BOND AND INTEREST	0.019552 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #1	0.004856 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #2	0.007281 %
YUBA COMMUNITY COLLEGE DISTRICT 2006 SERIES GO BONDS	0.024995 %
YUBA COMMUNITY COLLEGE DISTRICT 2016 SERIES GO BOND	0.011068 %

COUNTY OF COLUSA**2021-2022 SECURED UNITARY TAX RATES**

COLUSA UNIFIED SCHOOL BOND AND INTEREST	0.019496 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #2	0.009984 %
PIERCE UNIFIED SCHOOL BOND AND INTEREST #5	0.007336 %
PRINCETON UNIFIED SCHOOL BOND AND INTEREST	0.001684 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #1	0.005666 %
WILLIAMS UNIFIED SCHOOL BOND AND INTEREST #2	0.004638 %
YUBA COMMUNITY COLLEGE DISTRICT 2006 SERIES GO BONDS	0.139450 %
YUBA COMMUNITY COLLEGE DISTRICT 2016 SERIES GO BOND	0.016746 %
AVERAGE UNITARY DEBT SERVICE TAX RATE	0.205000 %
AVERAGE UNITARY AD VALOREM TAX RATE	1.000000%
TOTAL AVERAGE UNITARY TAX RATE	1.205000 %



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: An Ordinance authorizing the County of Colusa to join the Partnership HealthPlan of California Commission

Introduction and first reading by title only to consider a proposed Ordinance authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission.

Detailed Description/Background of request

Partnership HealthPlan of California Commission ("Commission") is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The purpose of this Ordinance is to authorize the County of Colusa to join the Commission, which will allow the implementation of a county organized health system in Colusa County as authorized by Welfare and Institutions Code § 14087.54. The Commission will negotiate an exclusive contract with the California Department of Health Care Services (DHCS) authorizing the expansion of the Partnership HealthPlan of California into Colusa County. The expansion is expected to occur on or about January 1, 2024.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Publish Public Hearing notice and summary of Ordinance at least 5 days before the Public Hearing. Public Hearing to be held on September 28, 2021.

ATTACHMENTS:

- Ordinance Partnership HealthPlan (DOCX)
- PHC BOS Educational Session_Final (1) (PDF)
- County Model Change_Conditional Approval Letter_Partnership HealthPlan of California_1 (PDF)
- County Model Change_Conditional Approval Letter_Partnership HealthPlan of California_2 (PDF)
- COHS_Ordinance_Colusa_SUP (PDF)

- Support Ltr dtd 8-20-2021 Senator Jim Nielsen (PDF)
- Support Ltr dtd 8-24-2021 - Assembly James Gallagher (PDF)
- 09-14-21 Draft Notice of Ordinance Summary for Chapter 2 (DOCX)

**BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA,
STATE OF CALIFORNIA
ORDINANCE NO. _____**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
COLUSA TO ALLOW THE EXPANSION OF PARTNERSHIP HEALTHPLAN INTO
COLUSA COUNTY**

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA
ORDAINS AS FOLLOWS:

SECTION 1. PURPOSE.

Partnership HealthPlan of California Commission (“Commission”) is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the County of Colusa to join the existing Commission. This will allow the implementation of a county organized health system in Colusa County as authorized by Welfare and Institutions Code § 14087.54. The Commission will negotiate an exclusive contract with the California Department of Health Care Services (DHCS) authorizing the expansion of the Partnership HealthPlan of California into Colusa County. This expansion is expected to occur on or about January 1, 2024.

SECTION 2. AUTHORIZATION TO JOIN COMMISSION.

Pursuant to Welfare and Institutions Code § 14087.54, the Colusa County Board of Supervisors hereby authorizes the County of Colusa to join the Commission.

SECTION 3. THE ORDINANCE

Section 2-35.1 Partnership HealthPlan of California Commission is hereby added to Chapter 2 (Administration) Article V (County Welfare Department) of the Colusa County Ordinance Code to read as follows:

2-35.1 (a) Title

This ordinance shall be known as the Colusa County Partnership HealthPlan of California Commission Ordinance.

2-35.1 (b) Membership of Commission.

Commission representation shall be based on the number of Medi-Cal beneficiaries enrolled in the HealthPlan in each county, as determined by the Partnership HealthPlan of California established formula. The Commission members appointed by the Colusa County Board of Supervisors shall serve at the pleasure of the Board and shall be selected as follows:

- A. Representation on behalf of Colusa County for Partnership HealthPlan’s Commission shall be as follows:
 1. Individuals appointed to the Partnership Board may include the following:

- a. Employees of the County within Health and Human Services
- b. Local healthcare and medical providers who provide services to Medi-Cal beneficiaries
- c. Medi-Cal beneficiaries
- d. Family members of Medi-Cal beneficiaries

B. Individuals may be appointed to the Partnership HealthPlan Commission by the Colusa County Board of Supervisors, with recommendations from the Colusa County Chief Administrator and Colusa County Director of the Health and Human Services Department.

2-35.1 (c) Term of Office.

The term for the commissioners shall be for two-year periods. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of that member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commission member discontinues to live or work in the area from which appointed, or fails to attend three meetings in a row of the Commission.

2-35.1 (d) Committees.

In collaboration with Partnership Health Plan, the County may establish a local managed care committee that may include any members of the Partnership Board, and that would inform the county members on the Partnership HealthPlan Commission on behalf of Colusa County of local health needs, priorities and issues. Individuals on this local committee shall be nominated by Colusa County Director of Health and Human Services or designee.

2-35.1 (e) Termination of Membership.

The Commission shall continue to represent Colusa County until such time as the Colusa County Board of Supervisors terminates the representation. To terminate the representation, the Colusa County Board of Supervisors or its designee shall provide ninety-day notice to other participating counties and the State Department of Health Care Services, as specified in Welfare and Institutions Code § 14087.54(g).

SECTION 4 SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of the ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, or phrase be declared unconstitutional or invalid.

SECTION 5. CONFLICTING LAWS.

For the term of this ordinance the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days from its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 14th day of September 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, at a regular meeting of the Board of Supervisors on the _____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Gary J. Evans, Chairman

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

Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel



Educational
Session:

**Partnership
HealthPlan of
California**

September 1, 2021



- All participants have been muted upon entry - you have the ability to unmute yourself
- We will not be recording these sessions
- We want this and future session to be as conversational as possible, but please feel free to use the chat or use the raise your hand option
- When possible, I will stop sharing the presentation so we can be “face-to-face” as much as possible

Governance and County Partnerships

- **Date:** September 2, 2021
- **Time:** Noon – 1 p.m. (plus 30 minute question and answer period)
- **Agenda:**
 - Regional approach
 - CalAIM
 - Representation on Board and Advisory Committees
 - PHC Financing

Provider Relations

- **Date:** September 16, 2021
- **Time:** Noon – 1 p.m. (plus 30 minute question and answer period)
- **Agenda:**
 - Provider Network and Workforce Development
 - Processing provider claims accurately and timely

Members and Families

- **Date:** September 23, 2021
- **Time:** Noon – 1 p.m. (plus 30 minute question and answer period)
- **Agenda:**
 - Member Services and Engagement
 - Care coordination, including children eligible for CCS services
 - Transportation – Non-Emergency Medical Transportation and Non-Medical Transportation
 - Family Advisory Committee and Consumer Advisory Committee participation

Today's Agenda

- Opening Comments
- Brief history about Medi-Cal Managed Care in Rural Counties – 2013 until now
- Medi-Cal – funding and delivering high quality care
- PHC Governance
- Community Investment
- Open Question and Answer period



PHC is a County Organized Health Systems (COHS) Plan

Mission:

To help our members, and the communities we serve, be healthy.

Vision:

To be the most highly regarded managed care plan in California.

Membership:

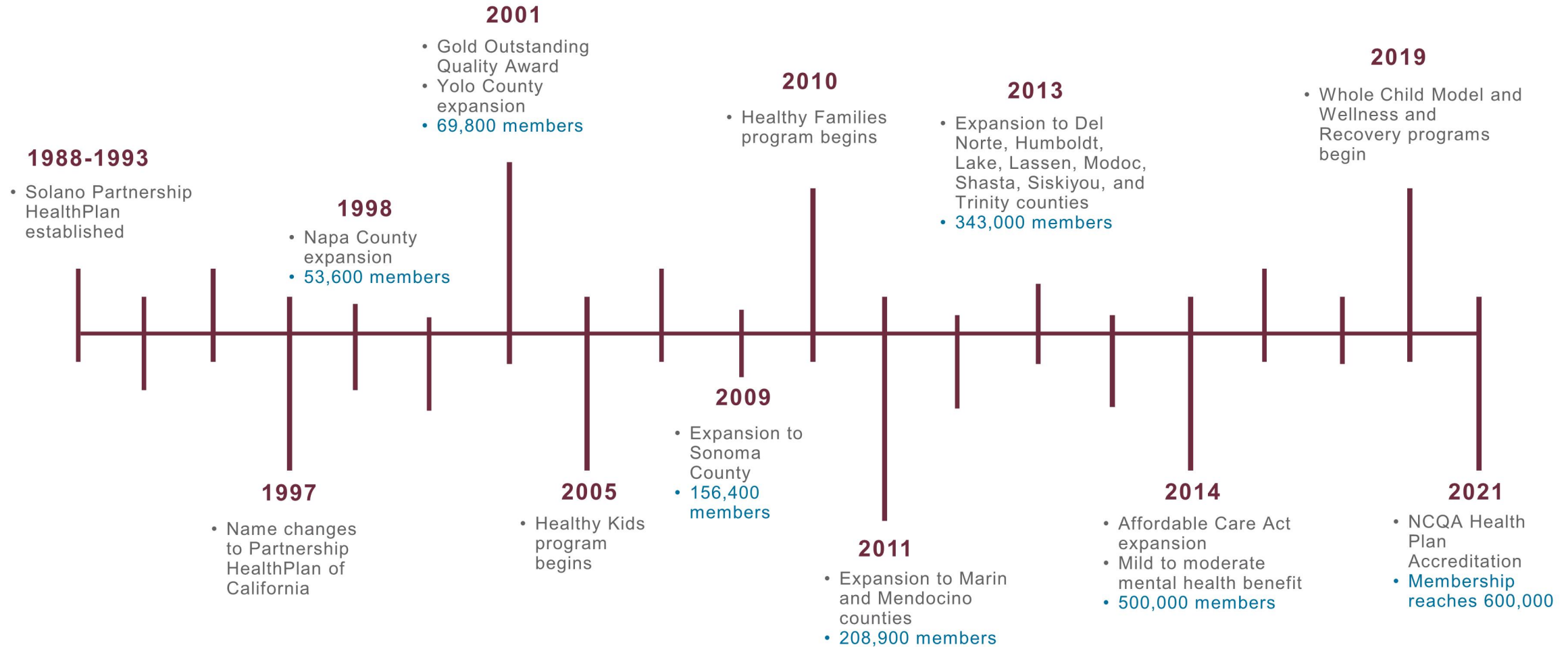
615,000

Threshold languages:

Spanish, Russian, Tagalog



About Us



BRIEF HISTORY OF MEDI-CAL MANAGED CARE IN RURAL COUNTIES

Phuong Luu, MD, MHS, FACP
Bi-County Health Officer
Yuba County and Sutter County
September 1, 2021

WHAT IS MEDI-CAL?

WHAT IT IS

- California's Medicaid health program
- An entitlement program based on income and/or disability status
- Supported by federal and state funding

WHAT IT IS NOT

- Obamacare or Covered California
- Private insurance
- Supported by any county funding

PRIOR TO 2013 — MEDI-CAL WAS FEE-FOR-SERVICE



- Administrative burden high for State Medi-Cal agency (Department of Health Care Services) so movement in the past several decades have been from Fee-for-Service to Medi-Cal Managed Care

WHAT IS MEDI-CAL MANAGED CARE?

- The State Department of Health Care Services (DHCS) contracts with managed care plans (MCPs) to provide Medi-Cal coverage
- DHCS pays Medi-Cal MCPs a capitation payment that is per-member, per month (PMPM)
- Each Medi-Cal Managed Care Plan (MCP) is responsible for negotiating payment rates with each medical provider in its county or service network (this includes all hospitals, clinics, and doctors' offices). All the payments to the medical providers come out of the MCP monthly capitation payment from the State (no County funding needed)

MEDI-CAL MANAGED CARE HISTORY IN RURAL COUNTIES

- In 2013, the Department of Health Care Services (DHCS) chose **for** 18 rural counties and enrolled all of those counties into the Regional Model with two commercial health plans (Anthem and California Health and Wellness) with **no** county involvement
 - The 10 counties considering the transition to the County Organized Health System (COHS) Model was included within the initial 18 counties
- In 2018, DHCS again decided unilaterally for those 18 counties to remain in the Regional Medi-Cal Managed Care model with Anthem and California Health and Wellness with **no** county input

WHY THE PROPOSED TRANSITION?

- In 2018, Senator Jim Nielsen's request for an audit of DHCS's oversight of managed care in the 18 counties assigned to the Regional model was approved by the Joint Legislative Audit Committee
- In 2019, the State Auditor released a report titled "Department of Health Care Services: It Has Not Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care"
 - The report found a number of shortcomings in the provision of services to beneficiaries in rural counties
 - **The report concluded with the recommendation that these counties be allowed to transition to a COHS model of care**

WHAT ARE THE 10 COUNTIES CONSIDERING THE COHS MODEL TRANSITION?

- Butte County – first reading of ordinance passed 8/24
- Colusa County
- Glenn County
- Nevada County – **ordinance formally passed on 8/24**
- Placer County - first reading of ordinance passed 8/31
- Plumas County
- Sierra County
- Sutter County - first reading of ordinance pass on 8/24
- Tehama County - **ordinance formally passed on 8/31**
- Yuba County - first reading of ordinance pass on 8/24

TWO OPTIONS

Two Plan Model (current)	COHS Model (new)
All ten counties in the region are recommending transition to COHS model.	Existing Partnership counties are electing to stay with the current model.
Existing Model has a history of delivering inadequate service based upon 2019 audit findings and recent beneficiary feedback.	Positive approval ratings outlined in the 2019 audit findings.
New providers will be selected by the State via an RFP process. No guarantee existing providers will continue.	Counties participate in the selection and have input contract development.
Governance structure does not include input or participation at the county level.	County representation included on the Partnership Board of Commissioners. Also includes beneficiary representation on the Consumer Advisory Committee.

Medi-Cal

(California's Medicaid program) is a public health insurance program that provides health care coverage for low-income individuals and families who meet defined eligibility requirements.



Nearly
1 in 3
Californians have
Medi-Cal coverage



Source: Department of Health Care Services, 2017; California Health Interview Survey, 2015.





Medi-Cal pays for

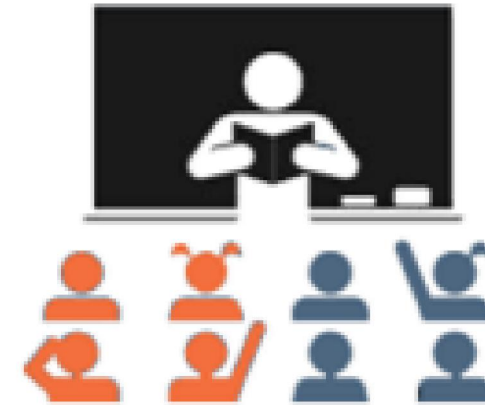
1 in **2**

births in the state



Medi-Cal Overview

Medi-Cal covers nearly **49%**
of kids age 0 to 11



Kids with Medicaid:*



Miss fewer school days
because they're sick or injured

Are more likely to finish high
school & graduate college



Are less likely to have high
blood pressure, ER visits,
or hospitalizations as adults

Earn more & pay more
taxes as adults



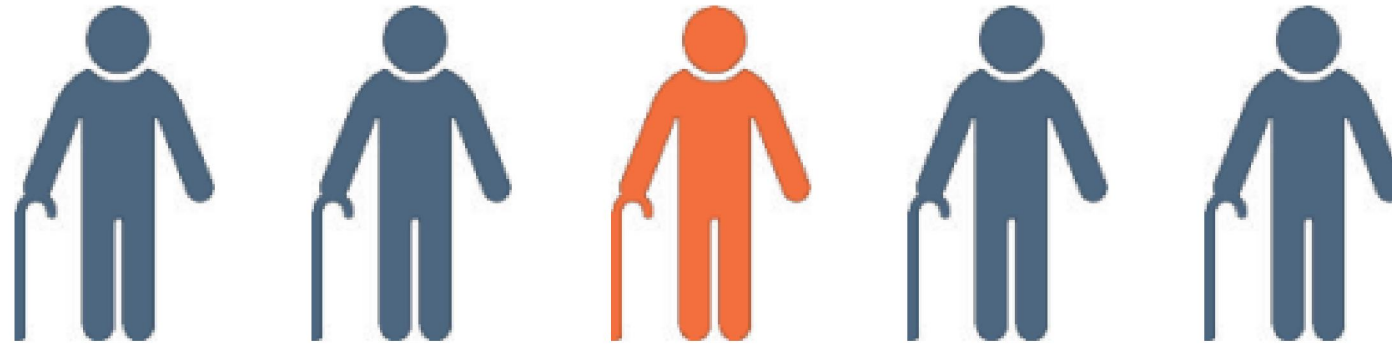
Source: California Health Interview Survey, 2015. *Compared to children without health insurance. See source page for detailed citations.

Nearly **62%** of Californians (age 0-64)
covered by Medi-Cal are families with children



Source: California Health Interview Survey, 2015.

Medi-Cal Overview



Medi-Cal covers
more than **1 in 5** Californians
age 65+

Source: California Health Interview Survey, 2015.

- The state contracts with managed care plans (MCPs)
- MCPs establish a defined network of providers and pay them directly (payment models vary)
- Aim is to provide coordinated, high-quality, cost-effective care



Medi-Cal Core Services



Medi-Cal Services – State Responsibility

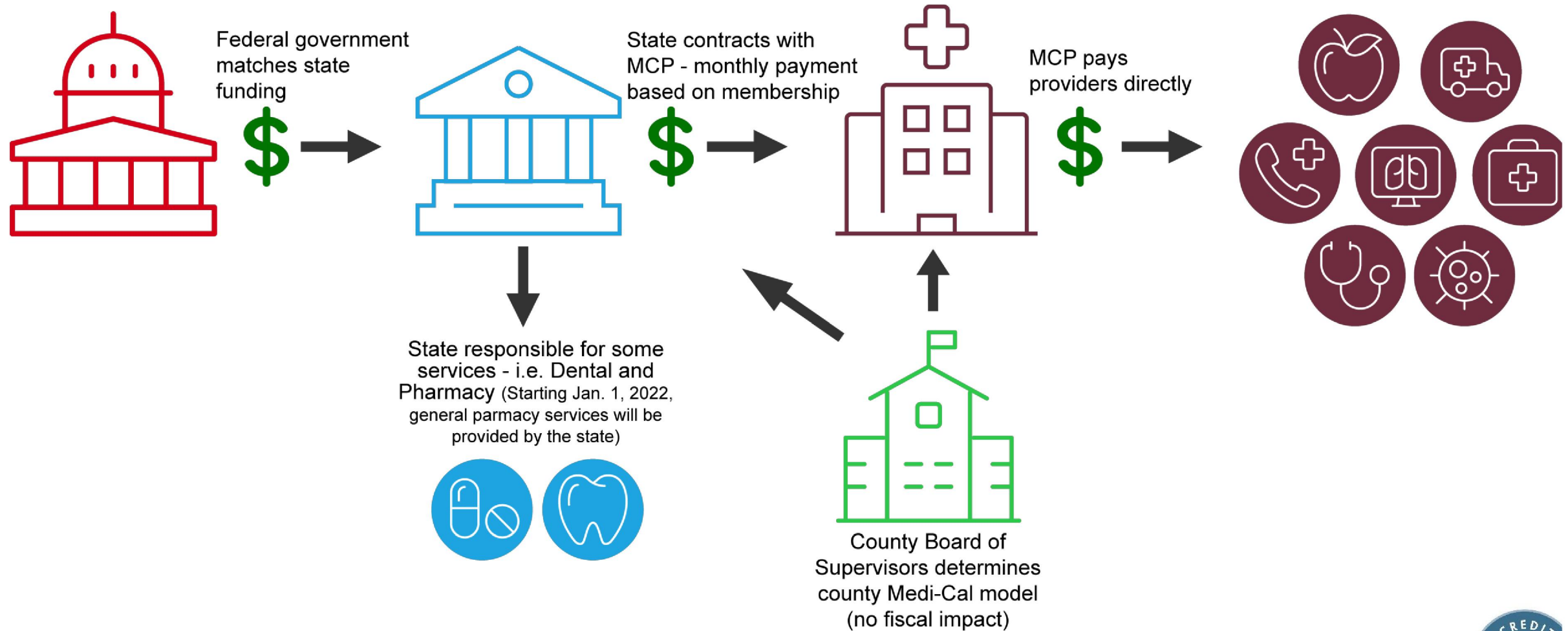


Current Medi-Cal Population

County	Medi-Cal Population	% Medi-Cal population in county
Butte	80,022	35%
Colusa	10,661	50%
Glenn	13,320	48%
Nevada	26,807	27%
Placer	67,349	17%
Plumas	6,747	36%
Sierra	824	27%
Sutter	43,234	45%
Tehama	29,247	46%
Yuba	34,390	45%
Total	312,601	31%



Medi-Cal Funding



- **Non-Profit Public Plan**

- Low administrative Rate (just over 4 percent) allows for PHC to have a higher provider reimbursement rate and support community initiatives

- **Local Control and Autonomy**

- A local governance that is sensitive and responsive to the area's healthcare needs

- **Community Involvement**

- Advisory boards that participate in collective decision making regarding the direction of the plan.

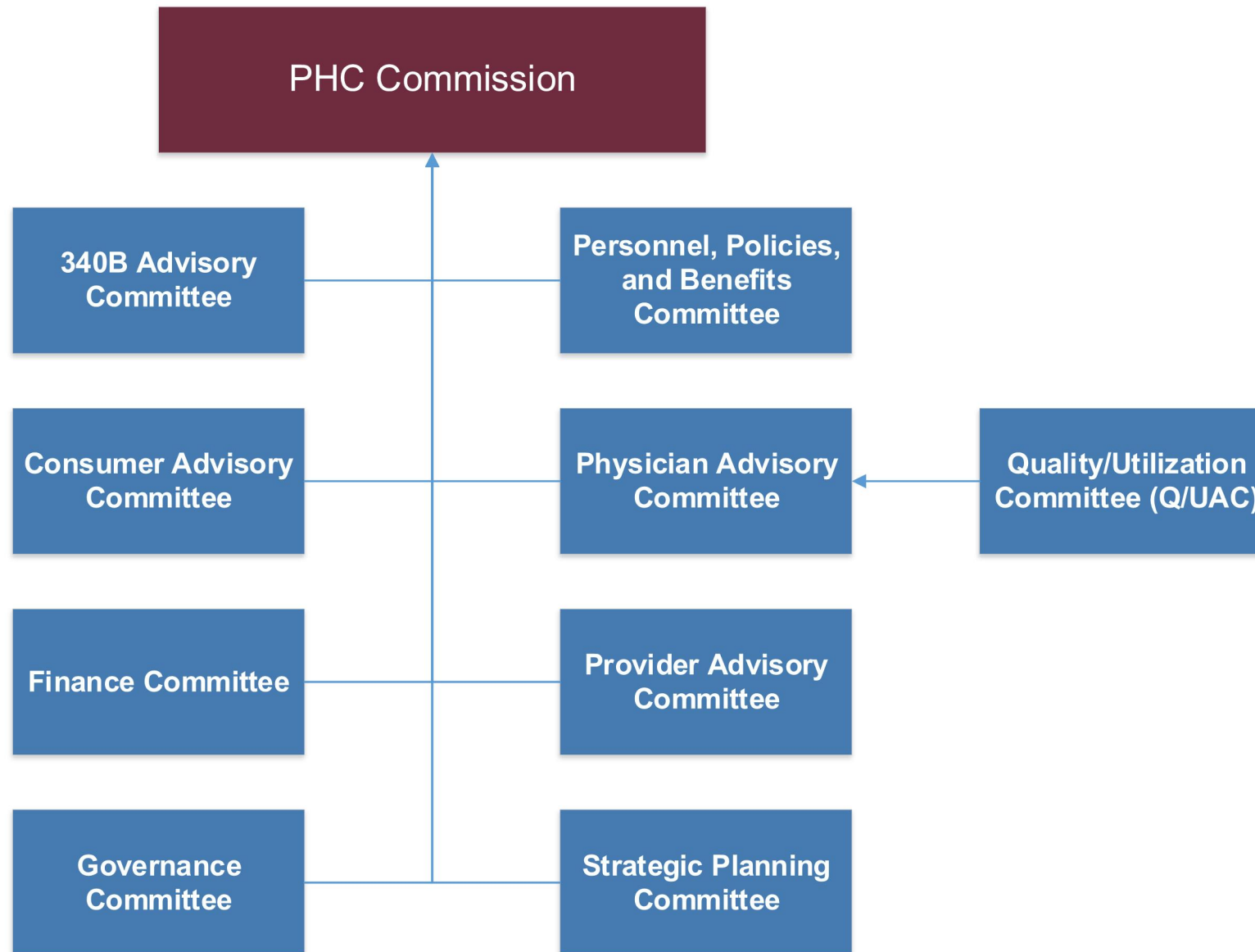


HEALTH PLAN

- **PHC Board – 33 members**
 - Each county Board of Supervisors appointments their entire allotment of representatives (at least one per county and additional seats based on Medi-Cal enrollment in that county).
 - The PHC Board is comprised of County Health and Human Services representatives, Clinic representatives, Hospital representatives, Provider representatives, and Consumers.
 - Two consumers – one representing the northern counties, and the other the southern counties. These two representatives are selected by PHC.
- **PHC Advisory Committees – Comprised of PHC Board members and additional community members**
 - Consumer Advisory Committee – two – split PHC counties to discuss local needs
 - Physician Advisory Committee
 - Quality/Utilization Advisory Committee
 - Strategic Planning Committee



Committee Structure



- PHC contracts with all willing and able Medi-Cal providers enrolled with the state
- To develop and maintain provider network relationships, PHC assigns Provider Relations Representatives (local, qualified employees) to the network with specific face-to-face provider visits.
 - For example, Reps must visit each PCP site at least 10 times per year, with a minimum of 3 site visits per year for specialty and ancillary providers.
 - We hold quarterly operations meetings with hospitals and large organizations in our network. Additional meetings and/or trainings will be arranged based on providers' needs.

98%
of Providers
satisfied
with PHC



Background

- Program goal is to increase access to care for Partnership HealthPlan of California Membership
- To date more than \$8.2 million has been approved for the PRP to support hiring of providers.

Key Criteria for Program Support

- Currently practicing candidates must be recruited from outside PHC's network
- All program incentives must be requested before formal offers or site visits
- OB/GYN providers must be open to providing membership primary care services
- Psychiatric providers must provide both in-person and telehealth care services to PHC members
- Provider facilities must remain in good standing with PHC in order to participate in the Provider Recruitment Program

Success

- As of 8/1/2021 PHC has supported 476 accepted offers since program creation
- Acceptances do date include: 227 physicians and 247 advanced practice clinicians (nurse practitioners & physician assistants), and 2 Behavioral Health Professionals

- State of California
 - Department of Healthcare Services (DHCS) Quality Monitoring
 - DHCS Annual Audits
- Independent External Quality Review Organization
 - National Committee for Quality Assurance (NCQA) Accreditation
- Aligning Incentives for Quality
 - Pay for Performance/Value Based Payment Programs



- Healthcare Effectiveness Data Information Set (HEDIS). HEDIS is a tool created by the National Committee for Quality Assurance (NCQA) which measures the performance of health plans on the quality of care and service provided to their members.
- DHCS Managed Care Accountability Set: 17 clinical measures
- NCQA rating: additional 28 clinical measures
 - Administrative Measure (use claims data to calculate) Examples:
 - Well-Child visits
 - Asthma
 - Breast Cancer Screening
 - Hybrid Measure (Administrative data supplemented by chart review) Examples:
 - Controlling high-blood pressure
 - Childhood Immunizations
 - Diabetes Care
 - Prenatal and Postpartum care



- Accreditation is gateway to ratings
- Full NCQA rating assigns score of 0-5
- HEDIS rankings — 2/3 of score
- Consumer Assessment of Healthcare Providers and Systems (CAHPS) rankings — 1/3 of score
- Score of four stars or greater is above average

Lower Performance

Higher Performance



Quality Improvement Incentives

- Quality Improvement Incentive Programs (QIPs)
 - \$29 million Primary Care QIP
 - \$13.85 million Hospital QIP
 - \$10.75 million Specialty Access QIP
 - \$3.5 million Long Term Care QIP
 - \$500,000 Perinatal QIP

Note:

PCP QIP: paid in 2021

Other QIPs: 2021-22 Budget



QIP Guiding Principles

1. Pay for outcomes, exceptional performance, and improvement
2. Offer sizeable incentives
3. Actionable measures
4. Feasible data collection
5. Collaboration with providers
6. Simplicity in the number of measures
7. Comprehensive measurement set
8. Align measures that are meaningful
9. Stable measures

- \$25 million to address homelessness
 - New construction, remodeling, staffing, etc.
- Quality Improvement Incentives (budgeted 2021-22)
 - \$29 million Primary Care paid in 2021
 - \$13.85 million Hospital QIP (budgeted 2021-22)
 - \$10.75 million Specialty Access QIP (budgeted 2021-22)
 - \$3.5 million Long Term Care QIP (budgeted 2021-22)
 - \$500,000 Perinatal QIP (budgeted 2021-2022)
- IGT – Assisted in drawing down over \$70 million (2019-20) in Federal funding.
 - Hospital Districts, Fire Protection Districts, County DHHS, and more
- Provider Recruitment - \$8.2 million

- Behavioral Health Integration grants (\$36 million)
- Medical equipment – thermometers, blood pressure cuffs, and more for members during COVID pandemic
- Outreach to most vulnerable members during COVID pandemic
 - Possible homebound members – called over 9,400 members
 - Nearly 70,000 calls to member households - – those over 65 (disabled or not), disabled members under 65, post-partum mothers, members in our Whole Child Model program (who receive California Children's Services), and case-managed members.

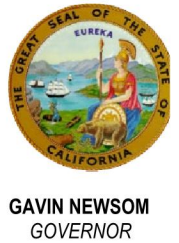


Questions





State of California—Health and Human Services Agency
Department of Health Care Services



August 31, 2021

Liz Gibboney
CEO
Partnership HealthPlan of California
4665 Business Center Drive,
Fairfield, California, 94534

Subject: Letter of Intent – Conditional Approval Notice

Dear Ms. Gibboney:

The Department of Health Care Services (DHCS) has completed the review of the Letter of Intent (LOI) and all required materials submitted by Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra and Tehama Counties in response to the *County Managed Care Transition to Local Plan: Letter of Intent Instructions*.¹ As described in the Letter of Intent Instructions, DHCS has authority to determine which, and how many, managed care plans (MCPs) with which the State contracts for Medi-Cal services in all counties.

DHCS determination is ultimately guided by the best interests of our Medi-Cal beneficiaries and State goals for the Medi-Cal managed care delivery system under CalAIM, namely to drive quality of care improvements, streamline and reduce complexity, and build on whole person care approaches.

This letter is to provide conditional approval to Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra and Tehama counties on successfully passing initial requirements of the LOI which included review of historical quality of care performance and financial information submitted with the LOI. Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra and Tehama counties are approved to move on to the next phase of the LOI process as outlined below.

¹ Available at: <https://www.dhcs.ca.gov/services/Documents/MMCD/County-Managed-Care-Transition.pdf>.

DHCS is approving the request based on review of the following:

1. Quality Performance

DHCS utilized the MCP's HEDIS® Aggregated Quality Factor Score based on the Medi-Cal Managed Care Accountability Set (MCAS) measures for Reporting Years (RY) 2017 to RY 2019. For counties/MCPs that applied to become a single plan, DHCS compared each MCP's score to the statewide and model type benchmarks in the county in which the county/MCP has applied through the model change process. DHCS conditionally passed MCPs if the MCP's score was higher than both statewide and model type benchmarks in the county they are currently operating. For MCPs that applied to expand to new counties, DHCS also compared the MCP's score to the county benchmark in the new expansion county.

2. Financial Information

DHCS reviewed the initial MCP financial information submitted with the LOI, supplemented with other financial data submitted by the MCP if necessary. DHCS evaluated the financial health and viability of the MCP including, but not limited to, the MCP's net income, working capital ratio, tangible net equity, cash flow, and other metrics. DHCS conditionally passed MCPs if the MCP's data was not indicative of poor financial health or inability to manage or assume additional financial risk.

The next phase of the LOI process requires Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra and Tehama counties to submit to DHCS, by October 10, 2021, their Approved County ordinance and submission of any State Statute changes filed by the County. In addition, the Network Strategy submission for Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra and Tehama counties will be due to DHCS by December 3. DHCS will post guidance on the *Network Contracting Strategy Reporting* by Friday, September 3 and we will notify you when the link is live. Partnership HealthPlan of California will be also be required to submit all necessary Operational Readiness Deliverables as outlined by DHCS as part of the Plan Operational Readiness process. DHCS will provide additional details regarding Operational Readiness in the first quarter of 2022.

Please confirm within five (5) business days your acceptance of this Conditional Approval for Butte County to transition to a County Organized Health Delivery System (COHS). The notice of acceptance can be sent to Kimberly Seid via e-mail kimberly.seid@dhcs.ca.gov.

Sincerely,

Original Signed by Susan Philip

Susan Philip
Deputy Director
Health Care Delivery Systems
Department of Health Care Services

CC:
Jacey Cooper
State Medicaid Director
Chief Deputy Director
Health Care Programs
Department of Health Care Services

Lindy Harrington
Deputy Director
Health Care Financing
Department of Health Care Services



State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
 GOVERNOR

August 31, 2021

Liz Gibboney
 CEO
 Partnership HealthPlan of California
 4665 Business Center Drive,
 Fairfield, California, 94534

Subject: Letter of Intent – Conditional Approval Notice

Dear Ms. Gibboney:

The Department of Health Care Services (DHCS) has completed the review of the Letter of Intent (LOI) and all required materials submitted by Sutter and Yuba Counties in response to the *County Managed Care Transition to Local Plan: Letter of Intent Instructions*.¹ As described in the Letter of Intent Instructions, DHCS has authority to determine which, and how many, managed care plans (MCPs) with which the State contracts for Medi-Cal services in all counties.

DHCS determination is ultimately guided by the best interests of our Medi-Cal beneficiaries and State goals for the Medi-Cal managed care delivery system under CalAIM, namely to drive quality of care improvements, streamline and reduce complexity, and build on whole person care approaches.

This letter is to provide conditional approval to Sutter and Yuba Counties on successfully passing initial requirements of the LOI which included review of historical quality of care performance and financial information submitted with the LOI. Sutter and Yuba Counties are approved to move on to the next phase of the LOI process as outlined below.

¹ Available at: <https://www.dhcs.ca.gov/services/Documents/MMCD/County-Managed-Care-Transition.pdf>.

DHCS is approving the request based on review of the following:

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The next phase of the LOI process requires Yuba and Sutter Counties to submit to DHCS, by October 10, 2021, their Approved County ordinance and submission of any State Statute changes filed by the County. In addition, the Network Strategy submission for Sutter and Yuba Counties will be due to DHCS by December 3, 2021. DHCS will post guidance on the *Network Contracting Strategy Reporting* by Friday, September 3 and we will notify you when the link is live. Partnership HealthPlan of California will be also be required to submit all necessary Operational Readiness Deliverables as outlined by DHCS as part of the Plan Operational Readiness process. DHCS will provide additional details regarding Operational Readiness in the first quarter of 2022.

Please confirm within five (5) business days your acceptance of this Conditional Approval for Sutter and Yuba Counties to transition to a County Organized Health Delivery System (COHS). The notice of acceptance can be sent to Kimberly Seid via e-mail kimberly.seid@dhcs.ca.gov.

Sincerely,

Original Signed by Susan Philip

Susan Philip
Deputy Director
Health Care Delivery Systems
Department of Health Care Services

CC:
Jacey Cooper
State Medicaid Director
Chief Deputy Director
Health Care Programs
Department of Health Care Services

Lindy Harrington
Deputy Director
Health Care Financing
Department of Health Care Services

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STATE CAPITOL, RM. 5064
SACRAMENTO, CA 95814
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ROSEVILLE DISTRICT OFFICE
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ROSEVILLE, CA 95765
(916) 772-0571

YUBA CITY DISTRICT OFFICE
1110 CIVIC CENTER BLVD., STE. 202-A
YUBA CITY, CA 95993
(530) 751-8657

California State Senate



SENATOR
JIM NIELSEN

FOURTH SENATE DISTRICT

COMMITTEES

BUDGET & FISCAL REVIEW
VICE CHAIR

ELECTIONS & CONSTITUTION
AMENDMENTS
VICE CHAIR

GOVERNANCE & FINANCE
VICE CHAIR

GOVERNMENTAL ORGANIZATION
VICE CHAIR

August 20, 2021

Gary J. Evans, Chair
Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

RE: Letter of Support for Passage of the Ordinance to Establish a COHS with Partnership HealthPlan

Dear Chair Evans:

I am writing in support of Colusa County's ordinance passage indicating the County's formal intent to transition from the Regional Medi-Cal Managed Care model to the County Organized Health System (COHS) model with Partnership HealthPlan of California (PHC).

As you are aware, California has implemented a variety of Medi-Cal managed care models over the years. In 2013, a limited number of counties were allowed to enter into the COHS model. DHCS then assigned the remaining counties, including Colusa, to the Regional model, and chose Anthem Blue Cross and California Health and Wellness as the two Medi-Cal managed care plans.

In 2018, at my request, the Joint Legislative Audit Committee approved a state audit of DHCS' oversight of managed health care in the 18 small and rural counties under the Regional model. In August 2019, the State Auditor released a report entitled *Department of Health Care Services: It Has Not Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care*. This report found that the Regional model was inferior to the COHS model and concluded that the quality of care provided to Medi-Cal enrollees in the Regional model counties was worse, on average, when compared to Medi-Cal managed care plans in other rural counties.

While it would be a significant change for all parties, local health officials in all seven counties in my district are actively pursuing ordinance passage to transition to the COHS model with PHC. They are excited about the prospect of transitioning because the COHS model allows more local control, is cost effective, and improves access to care. Moreover, PHC is a nonprofit with a proven track record for working collaboratively with the counties it serves and consistently receives high satisfaction scores from both members and providers.

For these reasons, I believe that transitioning from the Regional model to a COHS model with PHC would be in the best interest of Colusa County's residents and I strongly urge the Board of Supervisors to pass the ordinance.

Sincerely,

Senator Jim Nielsen
Fourth District

CAPITOL OFFICE
STATE CAPITOL, RM. 5064
SACRAMENTO, CA 95814
(916) 651-4004

CHICO DISTRICT OFFICE
2635 FOREST AVE., STE. 110
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California State Senate



SENATOR
JIM NIELSEN

FOURTH SENATE DISTRICT

COMMITTEES

BUDGET & FISCAL REVIEW
VICE CHAIR

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GOVERNANCE & FINANCE
VICE CHAIR

GOVERNMENTAL ORGANIZATION
VICE CHAIR

August 20, 2021

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Colusa County Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

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Sincerely,

Senator Jim Nielsen
Fourth District

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0003
(916) 319-2003
FAX (916) 319-2103

Assembly California Legislature



JAMES GALLAGHER
ASSEMBLYMEMBER, THIRD DISTRICT

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FAX (530) 671-0308
2060 TALBERT DRIVE, SUITE 110
CHICO, CA 95928
(530) 895-4217
FAX (530) 895-4219

E-MAIL

Assemblymember.Gallagher@assembly.ca.gov

August 24, 2021

Gary Evans, Chair
Colusa County Board of Supervisors
547 Market Street
Colusa, CA 95932

RE: Letter of Support for Passage of the Ordinance to Establish a COHS with Partnership HealthPlan

Dear Chair Evans:

I support Colusa County's ordinance indicating the County's formal intent to transition from the Regional Medi-Cal Managed Care model to the County Organized Health System (COHS) model with Partnership HealthPlan of California (PHC).

As you are aware, California has implemented a variety of Medi-Cal managed care models over the years. In 2013, a limited number of counties were allowed to enter into the COHS model. California Department of Healthcare Services then assigned the remaining counties, including Colusa, to the Regional model and chose Anthem Blue Cross and California Health and Wellness as the two Medi-Cal managed care plans.

In 2018 the Joint Legislative Audit Committee approved a state audit of DHCS' oversight of managed health care in the 18 small and rural counties under the Regional model. In August 2019, the State Auditor released a report entitled *Department of Health Care Services: It Has Not Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care*. This report found that the Regional model was inferior to the COHS model and concluded that the quality of care provided to Medi-Cal enrollees in the Regional model counties was worse, on average, when compared to Medi-Cal managed care plans in other rural counties.

While it would be a significant change for all parties, local health officials in all six counties in my district are actively pursuing ordinance passage to transition to the COHS model with PHC. They are excited about the prospect of transitioning to the COHS model as it allows more local control, is cost effective, and improves access to care. Moreover, PHC is a nonprofit with a proven track record for working collaboratively with the counties it serves and consistently receives high satisfaction scores from both members and providers.

For these reasons, I believe that transitioning from the Regional model to a COHS model with PHC would be in the best interest of Colusa County's residents and I strongly urge the Board of Supervisors to pass the ordinance.

Sincerely,

James Gallagher
Assembly, Third District

Pioneer Review: Please publish on September 16, 2021.
 POSTED: At the Colusa Courthouse on September 10, 2021.

DRAFT NOTICE OF POTENTIAL ORDINANCE PASSAGE

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on September 28, 2021, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider passage of a proposed Ordinance as follows:

ORDINANCE SUMMARY

The proposed ordinance will add section 2-35.1 to Chapter 2, Article V of the Colusa County Ordinance code for the purpose of authorizing the County of Colusa to join the existing Partnership HealthPlan of California Commission, a multi-county commission that has created a managed health care plan for Medi-Cal recipients. This will allow the implementation of a county organized health system in Colusa County as authorized by Welfare and Institutions Code § 14087.54. The Commission will negotiate an exclusive contract with the California Department of Health Care Services (DHCS) authorizing the expansion of the Partnership HealthPlan of California into Colusa County. This ordinance authorizes the County to join the Commission, sets forth the qualifications and term of office for the Commission members, and authorizes the County to establish a local managed care committee.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusa.com. All persons are invited to attend and be heard.

Dated: September 10, 2021

By: Original Signed
 Patricia Rodriguez, Deputy Clerk



Request For County Board of Supervisors Action

MEETING DATE: September 14, 2021

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

SUBJECT: Approve Commercial Lease for the Safe Haven Wellness Center

Approve Commercial Lease with **Craig A. Schaap and Pamela A. Schaap**, for the building located at 124 Webster Street, Colusa, CA, to be utilized as the Safe Haven Wellness Center, effective September 1, 2021.

Detailed Description/Background of request

Behavioral Health has been looking for a building they could utilize for the Safe Haven Wellness Center and has found a location that will fit their needs. The dwelling is located at 124 East Webster Street in Colusa. The building was once operated as medical offices and County Health & Human Services offices in 2006. The owner, Craig Schaap, has agreed to lease his vacant building to the County from September 1, 2021 through August 31, 2026. There is an initial security deposit of \$2,750, and the monthly rental amount is \$2,750.

Behavioral Health would like to restart this program after the long absence of a building and continue with this very important program which provides individuals with counseling, crisis intervention, information and referral, mental health education, patient's rights advocacy, peer support and wellness and recovery groups.

Prior Board Action

Fiscal Impact/Funding Source

The fiscal impact shall not exceed \$33,000 per fiscal year, plus a one time security deposit of \$2,750.

Action for the Clerk

Obtain signatures and send to Lessor for their signatures.

ATTACHMENTS:

- COMMERCIAL LEASE -Schaap - FINAL (DOCX)

COMMERCIAL LEASE

This Commercial Lease is entered into on September 1, 2021, between Craig A. Schaap and Pamela A. Schaap MacKean (hereinafter "Lessor") and the County of Colusa through its Behavioral Health Department ("Lessee"), a political subdivision of the State of California. The real property leased herein is located at 124 East Webster Street, Colusa, CA (hereinafter "the Property").

1. Parties to the Lease: The parties, addresses for notices, and contact telephone numbers are:

Lessor: Craig Schaap
426 Webster Street
Colusa, CA 95932
530-301-3032

Lessee: Colusa County Behavioral Health
Noel O'Neil
162 East Carson
Colusa, CA 95932
530-458-0502

2. Subject Property: The Property is described as follows:

A 15 room medical building and parking lot commonly known as the "Schaap Medical Building", said medical building consisting of 2475 sq. ft. The property is designated on the Colusa County Tax roll as Assessor's Parcel Numbers 010-18-5-010 and 01-18-5-011.

3. Term: The initial term of this lease shall be:

Beginning Date: September 1, 2021
Ending Date: August 31, 2026

At the expiration of the initial term of the Lease, Lessee shall have the option to renew the lease for an additional 12 months under the same terms and conditions in this Lease as long as the Lessee is not in default of the Lease. Lessee shall give at least thirty (30) days written notice to Lessor of its intent to renew the lease.

4. Lease Payments: The monthly lease payments shall be in the amount of \$2,750.00 per month, and shall be payable on the first day of each month commencing September 1, 2021. Both the Lessor and the Lessee agree that if an unanticipated event occurs when there is a change in revenue both parties agree to negotiate the monthly amount of the lease. The monthly lease payment amount will remain static for the term of lease.

Lessee must pay to Lessor in advance of occupying the premises, a security deposit in the amount of \$2,750.00. Lessor may apply the deposit after Lessee vacates the premises to repair any loss or damage caused by Lessee to the premises or the development other than normal wear and tear. Lessor also may apply the deposit for the payment of rent due and owing from Lessee. Within twenty-one (21) days after Lessee vacates the premises, Lessor will repay the security deposit, less any amounts deducted, to Lessee at Lessee's designated address at the same time, Lessor will provide Lessee with a written itemized statement describing the reason for the amount of any deductions from the deposit.

5. Permitted Uses: Lessee enters into this Lease with the intent to provide office space in support of recovery-based behavioral health services to the citizens of Colusa County who are referred to in this Lease as "Program Participants". The planned services consist of the County providing recovery and stabilization services and associated support services for individuals in early recovery from mental illness or addiction. The premises shall include facilities for cooking and doing laundry by program part as well as congregate social spaces.

6. Prohibited Uses: Lessee shall not use any portion of the premises for purposes other than those specified herein, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property.

7. No Assignment: Lessee shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld. Any unapproved assignment of this lease shall be void and, at the option of the Lessor, may terminate this Lease.

8. Ordinances and Statutes: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach of this Lease.

9. Maintenance, Repairs and Alterations: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall at its own expense and at all times during the Lease term, maintain the grounds and parking lot in good and safe conditions. Lessor shall maintain and be responsible for the heating, air conditioning and building maintenance. Lessee shall be responsible for regular janitorial services.

Lessee shall keep the premises and all fixtures clean, sanitary, and in safe condition. If Lessee or any person on the premises or the Development with Lessee's consent cause or permits damage to the premises, Lessee shall be liable for the cost to repair the damage. Where Lessee, does not cause damage or disrepair, Lessor will repair and maintain the premises and fixtures in accordance with applicable state and local laws concerning the condition of premises and common areas.

Lessee shall not undertake any remodeling of or alterations to the premises, including painting and wallpapering, without receiving Lessor's written permission.

10. Post Occupancy Improvement(s) or Alteration(s): No improvement(s) or alteration(s) of the premises after occupancy under this Lease shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement or alteration(s). Lessee shall give Lessor no less than twenty (20) days written notice in order that Lessor may post appropriate notices to avoid liens.

11. Entry and Inspection: Upon reasonable notice, and in no event less than forty-eight (48) hours' notice, Lessor or Lessor's Agent may enter and inspect the premises for:

- A. Making necessary or agreed-upon repairs;
- B. Inspecting for compliance with the terms of the lease;
- C. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representatives from the Program;
- D. Performing contracted pest control services; or
- E. Conducting annual and any other inspections.

Lessor or Lessor's Agent may enter the premises without notice if necessary in an emergency such as fire or flooding.

12. Indemnification of Lessor: Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the leased premises, or any part thereof, or in common areas, unless the damage is the proximate result of the negligence, willful misconduct, or violation of the law by Lessor, and Lessee agrees to hold Lessor harmless from any claims for damages no matter how caused.

Lessee agrees to indemnify, defend and hold harmless Lessor for liability, costs (including reasonable attorney's fees), or claims for personal injuries or property damage caused by the negligent, willful, or intentional act(s) or omission(s) to act of Lessee or invitees of. Each party waives the right of subrogation against the other party. Lessee's personal property is not insured by Lessor.

13. Insurance: Lessor acknowledges that Lessee is self-insured. Lessee agrees that such insurance shall cover public liability and property damage with a minimum coverage amount of \$1,000,000.00 for bodily injury and property damage. Lessee shall provide Lessor with confirmation of coverage showing Lessor as an additional insured. Lessee shall provide no less than ten (10) days written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by such coverage and policies of insurance owned by Lessor, Lessee and Lessor waive any and all rights of subrogation which might otherwise exist.

Lessee's Personal Property; Lessee shall be responsible for maintaining their own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Lessee. Lessor shall not be required or obligated to maintain any insurance against loss to Lessee's personal property by fire, theft, or other casualty.

14. Utilities: Lessee shall be responsible for all fees, deposits and payment of all utilities, including water, sewer, garbage, gas, electricity, and other services delivered to the property.

15. Signs: Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor which consent shall not be unreasonably withheld.

16. Abandonment of Premises: Lessee shall not vacate or abandon the premises at any time during the term hereof. If Lessee, nonetheless, abandons or vacates the premises or be dispossessed by process of law, any personal property of Lessee left upon the premises shall be deemed to be abandoned at the option of the Lessor.

17. Condemnation: If any part of the Property shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall as to the part taken, terminate as of the date the condemner acquires possession. Thereafter, Lessee shall be required to pay such proportion of the rent for the remaining term as determined by the square footage still in use. Alternatively, Lessor may terminate this Lease as of the date of condemnation. In the event the Property is condemned in whole, or that such portion is condemned that the remainder is not susceptible for use thereafter, this Lease shall terminate upon the date which condemner acquires possession. All sums payable on account of any condemnation shall belong to Lessor and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded for trade fixtures or moving expenses.

18. Trade fixtures: Any and all improvements made to the Property during the term of the Lease shall be long to the Lessor, except trade fixtures of Lessee. Lessee may, upon termination of the Lease, remove all trade fixtures, but shall repair or pay for all repairs necessary for damages to the Property caused by removal.

19. Destruction of Property: In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under governmental laws and regulations existing at the time repairs are necessary. Such partial destruction shall not terminate this Lease, however, Lessee shall be entitled to a proportionate reduction of monthly Lease payments while repairs are being made based upon the extent to which the making of repairs interferes with the business of Lessee on the Property.

In the event repairs cannot be completed with sixty (60) days, Lessor, at its option, may make the repairs or the Lease may be terminated at the option of either party. In the event that the Property is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate the Lease. A total destruction of the Property shall terminate this Lease.

20. Remedies of Owner of Default: In the event of breach of any term of this lease by the Lessee, Lessor may at its option, terminate the Lease and, if necessary, evict Lessee and recover from Lessee any or all of the following subject to mitigation of losses:

- (a) unpaid monthly Lease payments through the time of termination or any other financial obligation under this lease after expiration of three-day pay or quit notice;
- (b) four (4) or more payments within any 12-month period received after the tenth (10) day of the month;
- (c) failure to reimburse Lessor within thirty (30) days or other reasonable time agreed upon by Lessee and Lessor for repairs required to maintain the premises;
- (d) damage to the premises;
- (e) unpaid monthly Lease payments which would have been earned after termination until the time of resolution of any disputes, less any amount which Lessee proves could have been reasonably avoided;
- (f) the worth at the time of resolution of the amount by which the unpaid rent for the balance of the term after the time of resolution exceeds the amount of such rental that Lessee proved could be reasonably avoided; and
- (g) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform the obligations

- under the Lease or which in the ordinary course of time would be likely to result therefrom.
- (h) Lessee fails to fulfill any of the material obligations of this lease not listed above in a substantial way or habitually in a minor way.

Any notice of termination by Lessor or eviction shall contain a statement of the facts constituting the cause of the termination or eviction.

Alternatively, Lessor may continue the Lease in effect so long as Lessor does not terminate Lessee's right to possession and Lessor may enforce all rights and remedies under the Lease, including the right to recover rent as it becomes due. If a breach of the lease continues, Lessor may, at any time thereafter elect to terminate the Lease. Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.

21. Fees and Costs: In case suit should be brought for recovery of the premises, for any sum due hereunder, or breach of the Lease by either party, the prevailing party shall be entitled to all costs incurred, including but not limited to reasonable attorney fees.

22. Waiver: Lessor's failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

23. Notices: Any notice required by this Lease shall be given by mailing written notice, postage prepaid, to the Lessee or Lessor at the addresses provided in paragraph 1 hereinabove, or at such other places as may be designated by the parties from time to time.

24. Holding Over: Any holding over after the expiration of this Lease, with the consent of the Lessor, shall be construed as a month-to-month tenancy at a monthly rental amount commensurate with the Lease payments required under this agreement.

25. Time: Time is of the essence for all the provisions in this Lease.

26. Heirs, Assigns, Successors: This Lease is binding upon, and inures to the benefit of the heirs, assigns, and successors in interest to the parties hereto.

27. Surrender at End of Term: Lessee agrees to surrender the premises on September 1, 2026, unless the option to extend has been exercised or sooner termination occurs, in good condition. Lessee agrees to repair any damage to the Property before surrender, including patching and filling of holes in walls,

and excepting therefrom reasonable and expected wear and tear. Lessee shall surrender the Property in as good condition as when occupied under this Lease.

28. Improvements: It is agreed that all improvements necessary to make the Property suitable to conduct the business of Lessee shall be the responsibility of Lessee, subject to the consent of Lessor.

29. Late Charges: When a payment is not received by the tenth day of the month, Lessee agrees to pay a late charge equal to ten percent (10%) of the monthly Lease payment in effect at the time of late payment, as a late charge. Acceptance of the payment of the late charge shall not constitute a waiver of Lessee's default with respect to the past due amount or Lessor's right and remedies under the law.

30. Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by all parties. Paragraph headings are for reading convenience only and shall be disregarded with construing this Lease.

31. Choice of Law: This Lease shall be governed by the laws of the State of California and the proper venue for any legal action concerning this agreement shall be in the Superior Court of California, County of Colusa.

32. Terminations and Eviction:

A. Lessee may terminate occupancy in the premises, if the Lessor violates one of the terms as stated in "Section 33, Lessor Obligations", by giving thirty (30) days' written notice to Lessor. If Lessee does not give the full thirty (30) days' notice, Lessee shall be liable for rent up to the end of the thirty (30) days for which notice was required or to the date the office is re-rented, whichever comes first. Lessee agrees to vacate the premises no later than the expiration date of such notice, remove all Lessee's personal property, and leave the premises clean and in good repair.

B. Notwithstanding any other provision in the Lease, the Lease will automatically terminate, without penalty to Lessee, at the beginning of any Lessee fiscal year for which Lessee has not appropriated or budgeted adequate funds specifically for any payment or obligation under the Lease.

33. Lessor Obligations: Lessor agrees to:

- A. Comply with the requirements of applicable federal, state, and local building and housing codes and regulations materially affecting health and safety.
- B. Within a reasonable time, make or require necessary repairs to the premises to keep them in a habitable condition.

- C. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by Lessor.

34. Lessee Obligations: Lessee Agrees to:

- A. Comply with all obligations imposed upon Lessee by applicable provisions of state and local building codes materially affecting health and safety.
- B. Keep the premises and such other areas as may be assigned for Lessee's exclusive use in a decent, clean, sanitary, and safe condition, and the inside of premises maintained according to acceptable housekeeping standards.
- C. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner.
- D. Use only in a reasonable manner, and in a manner conducive to conserving gas, water and electricity, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.
- E. Promptly notify Lessor of the need for repairs to the premises and known unsafe conditions in the common areas and grounds of the project that may lead to damage or injury.
- F. Refrain from, and cause Lessee to refrain from destroying, defacing, or removing any part of the premises or development, including placing contact paper, decals, or paint on the premises.
- G. Pay for the repairs or damages to the premises, development building(s), facilities, or common areas that Lessee intentionally or negligently cause, normal wear and tear accepted.
- H. Conduct and cause persons who are on the premises with Lessee's consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe, and sanitary condition.
- I. Refrain from illegal or other activity that impairs the physical or social environment of the premises or development.

- J. To assure that no Lessee engages in:
1. Any criminal activity that threatens the health, safety, or rights to peaceful enjoyment of the development premises for persons residing in the immediate vicinity of the premises, or;
 2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentences shall be cause for termination of occupancy, and for eviction from the office building. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance in violation of federal or state law.
 3. An abuse (or pattern of abuse) of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
 4. To assure that no person under the Lessee's control engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by neighboring residents; or
 - b. Any drug-related criminal activity on the premises.

LESSOR:

Craig A. Schaap, and Pamela
A. Schaap MacKean

Craig A. Schaap

Pamela A. Schaap MacKean

APPROVED AS TO FORM:

LESSEE:

County of Colusa
Behavioral Health Department

Gary J. Evans, Chairman

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

Patricia Rodriguez, Deputy

Richard Stout, County Counsel

**Request For County Board of Supervisors Action**

MEETING DATE: September 14, 2021

DEPARTMENT: Community Development Department

FROM: Kent Johanns

SUBJECT: Discussion of a Zoning Amendment to Allow the Use of "Tiny Homes" as Accessory Dwelling Units (PD -21-03)

Discussion and potential direction regarding a Zoning Text Amendment Defining Tiny Homes (Park Trailers) as a type of permitted Accessory Dwelling Unit (PD-21-03).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Community Development staff has received several inquiries regarding the use of "Tiny Homes", otherwise defined by the State as "Park Trailers", as an accessory (second) dwelling unit. The Department of Housing and Community Development (HCD) does not consider Tiny Homes to be an allowed type of permanent dwelling unless this type of structure is specifically allowed by local ordinance. Prior to bringing a formal zoning ordinance amendment to the Board for approval, staff is bringing the subject matter to the Board for any input and direction on allowing "Tiny Homes" (Park Trailers) as a type of permitted accessory dwelling unit. The amendment would apply to all zoning districts where an accessory dwelling unit is permitted.

Tiny Homes are a type of recreational vehicle that can be used as a Park Trailer. These structures are licensed by the Department of Motor Vehicles and are constructed pursuant to the American National Standards Institute (ANSI) and the National Fire Protection Standards (NFPS) design specifications. To be considered a Park Trailer by the State, it must meet the following standards:

- 400 square feet or less of gross floor area when set up (excluding loft) and does exceed 14 feet in width; and
- built on a single chassis.

Staff has provided a typical Tiny Home floor plan which meets minimum residential requirements (Attachment 1) and a photograph showing a Tiny Home elevation (Attachment 2) for the Boards review.

The California Building Code establishes minimum standards that a structure must meet in order to be considered a legal dwelling unit. In the past, these standards have excluded Tiny Homes. However, given the interest in using Tiny Homes as permanent

residences, Appendix "Q" was adopted in the 2019 California Residential Code which established relaxed standards that a Tiny Home must meet in order to be considered a habitable structure (Attachment 3).

Community Development staff has prepared a Zoning Text Amendment that would define Tiny Homes as a type of permitted accessory dwelling unit. The Planning Commission has reviewed the issue and has recommended that the Board allow Tiny Homes as an accessory dwelling unit. The proposed definition is below:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

(1) All utilities are connected to County approved systems under an issued County permit; and

(2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and

(3) The exterior design shall include typical residential design elements so that the structure resembles a residential structure and not a recreational vehicle. Such design elements shall include but not limited to slope roofs, roof material, siding material, window details and the like to the satisfaction of the Community Development Director; and

(4) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.

ANALYSIS:

General Plan and Zoning

The project is consistent with the General Plan in that it provides for additional housing opportunities and furthers one of the County's goals of providing a variety of housing opportunities to all economic sectors of the community:

Policy HO-12: Accommodate and encourage development of a full range of housing types in Colusa County.

In respect to the zoning code, the proposed amendment is consistent with other areas

of the zoning code and does not require additional amendments to the code. The installation of a Tiny Home would be subject to the normal accessory unit development standards in the zoning district it is located in.

Surrounding Land Use and Compatibility

The amendment allowing the use of Tiny Homes would be compatible with surrounding land uses. Tiny Homes are similar in appearance to modular or mobile homes as opposed to other recreational vehicles such as fifth wheels and camp trailers. State law does not allow the County to distinguish between stick frame construction and mobile and modular homes and these forms of housing are permitted as of right in all zones allowing residential development. Considering the similarities between the Tiny Homes and mobile and modular homes, staff believes there are limited aesthetic differences between these types of housing. While a Tiny Home is smaller, they are designed very attractively. Therefore, the proposal is not considered to have significant impacts to surrounding land uses.

Planning Commission Recommendation

The Planning Commission held a Public Hearing on May 5, 2021. The Planning Commission concurred with staff's assessment of the project and voted to recommend approval of a Zoning Amendment to the Board of Supervisors. Attached is the Planning Commission's Staff Report and Resolution #21-005 recommending approval to the Board of Supervisors (Attachment 4).

SUMMARY

Staff believes that the proposed zoning text amendment will allow for additional housing options for accessory dwelling units. Staff recommends that the Board provide any input and, contingent upon favorable direction, staff would schedule a public hearing in the near future to consider the proposed ordinance.

Prior Board Action

None

Fiscal Impact/Funding Source

No impact is anticipated.

Action for the Clerk

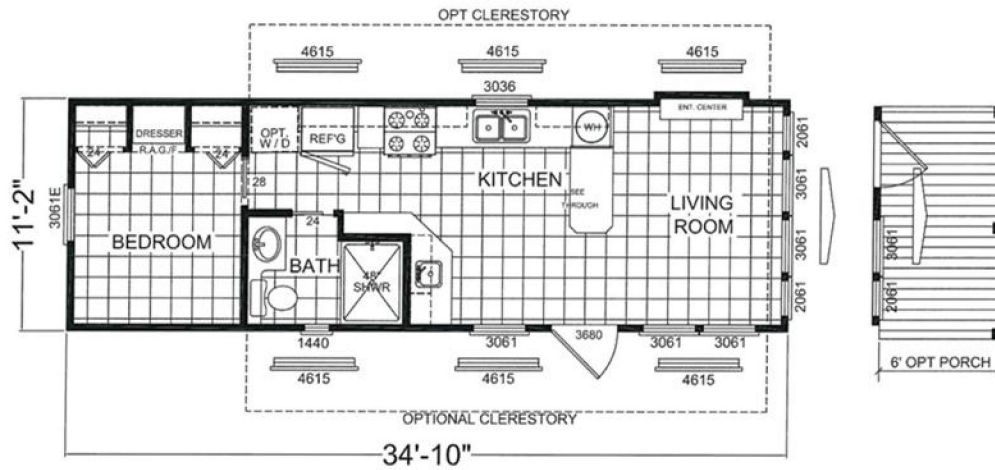
ATTACHMENTS:

- Attachment 1 (Tiny House Floor Plan) (PDF)
- Attachment 2 (Tiny House Elevation) (PDF)
- Attachment 3 2019 California Building Code Appendix Q (PDF)
- Attachment 4 Planning Commission Staff Report and Resolution PD-21-03 (PDF)

Attachment 1

PARK MODEL RV

Floor Plan Meeting
Appendix Q Standards



MODEL: **APH 528**

11'2" x 34'10" 399 Sq.Ft

1 Bedroom 1 Bathroom

Attachment 2 Tiny House Elevation



3

CALIFORNIA RESIDENTIAL CODE – MATRIX ADOPTION TABLE APPENDIX Q – TINY HOUSES

(Matrix Adoption Tables are nonregulatory, intended only as an aid to the code user.
See Chapter 1 for state agency authority and building applications.)

Adopting agency	BSC	BSC- CG	SFM	HCD			DSA			OSHPD						BSCC	DPH	AGR	DWR	CEC	CA	SL	SLC
				1	2	1/AC	AC	SS	SS/ CC	1	1R	2	3	4	5								
Adopt entire chapter				X	X																		
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below																							
Chapter / Section																							

APPENDIX Q TINY HOUSES

This provisions contained in this appendix are not mandatory unless specifically adopted by a state agency or referenced in the adopting ordinance.

User note:

About this appendix: Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.

SECTION AQ101 GENERAL

AQ101.1 Scope. This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

SECTION AQ102 DEFINITIONS

AQ102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a loft.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.

TINY HOUSE. A dwelling that is 400 square feet (37 m²) or less in floor area excluding lofts.

SECTION AQ103 CEILING HEIGHT

AQ103.1 Minimum ceiling height. Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exception: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

SECTION AQ104 LOFTS

AQ104.1 Minimum loft area and dimensions. Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3.

AQ104.1.1 Minimum area. Lofts shall have a floor area of not less than 35 square feet (3.25 m²).

AQ104.1.2 Minimum dimensions. Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

APPENDIX Q

AQ104.1.3 Height effect on loft area. Portions of a loft with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50-percent slope), portions of a loft with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AQ104.2 Loft access. The access to and primary egress from lofts shall be of any type described in Sections AQ104.2.1 through AQ104.2.4.

AQ104.2.1 Stairways. Stairways accessing lofts shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5.

AQ104.2.1.1 Width. Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom. The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers. Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms. The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AQ104.2.1.5 Handrails. Handrails shall comply with Section R311.7.8.

AQ104.2.1.6 Stairway guards. Guards at open sides of stairways shall comply with Section R312.1.

AQ104.2.2 Ladders. Ladders accessing lofts shall comply with Sections AQ104.2.1 and AQ104.2.2.

AQ104.2.2.1 Size and capacity. Ladders accessing lofts shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within $\frac{3}{8}$ inch (9.5 mm).

AQ104.2.2.2 Incline. Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices. Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AQ104.2.4 Ships ladders. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft guards. Loft guards shall be located along the open side of lofts. Loft guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

SECTION AQ105

EMERGENCY ESCAPE AND RESCUE OPENINGS

AQ105.1 General. Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.



Attachment 4

7.1.d

Planning Commission

546 Jay Street, Suite 108
Colusa, CA 95932

Meeting: 05/05/21 09:00 AM
Department: Planning Commission
Category: Public Hearing
Prepared By: Kent Johanns

Initiator: Greg Plucker

Sponsors:

COMPLETED

PLANNING COMMISSION (ID # 6537)

DOC ID: 6537

Detail

Applicant: Colusa County

General Plan: Urban Residential (UR),
Agriculture Upland (AU),
Agriculture Transition (AT),
Agriculture General (AG),
Rural Residential (RR), Rural
Service Center (RSC), Mixed
Use (MU), Forest Lands (FL)

File: PD-21-03

Zoning: Highway Service Commercial
(C-H), Residential Single
Family (R-1-6), Residential
Single Family (R-1-8), Rural
Services (R-S), Agricultural
Transition (A-T), Mixed Use
(MU), Forest Residential (F-R),
Foothill Agriculture (F-A),
Exclusive Agriculture (E-A),
Upland Conservation (U-C),
Upland Transition (U-T), Rural
Residential (R-R), Residential
Two Family (R-2)

Formal Title / Summary

Resolution Recommending that the Board of Supervisors adopt a CEQA Exemption and a Zoning Text Amendment For Tiny Home/Park Trailers

Action Requested

Public Hearing and adoption of a Resolution recommending that the Board of Supervisors adopt a Categorical Exemption and approve a Zoning Text Amendment Defining Tiny Homes (Park Trailers) as a type of Accessory Dwelling Unit (PD-21-03).

DETAILED DESCRIPTION/BACKGROUND OF REQUEST

Community Development staff has received several inquiries regarding the use of "Tiny Homes", otherwise defined by the State as "Park Trailers", as a dwelling unit. The Department of Housing and Community Development (HCD) does not consider Tiny Homes to be a type of permanent dwelling unless this type of structure is specifically allowed by a local ordinance. The proposed Zoning Text Amendment (PD-21-03) would define Tiny Homes (Park Trailers) as a type of permitted accessory dwelling unit.

APNs:

Various

LOCATION:

The amendment would apply to all zoning districts where an accessory dwelling unit is

permitted.

PROJECT DESCRIPTION:

Tiny Homes are a type of recreational vehicle that can be used as a Park Trailer. These structures are licensed by the Department of Motor Vehicles and are constructed pursuant to the American National Standards Institute (ANSI) and the National Fire Protection Standards (NFPS) design specifications. To be considered a Park Trailer by the State, it must meet the following standards:

- 400 square feet or less of gross floor area when set up (excluding loft) and does exceed 14 feet in width; and
- built on a single chassis.

The California Building Code establishes minimum standards that a structure must meet in order to be considered a legal dwelling unit. In the past, these standards have excluded Tiny Homes. However, given the interest in using Tiny Homes as permanent residence, Appendix "Q" was adopted in the 2019 California Residential Code which established relaxed standards that a Tiny Home must meet in order to be considered a habitable structure (Attached).

Community Development staff has prepared a Zoning Text Amendment that would define Tiny Homes as a type of permitted accessory dwelling unit. The proposed definition is as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

- (1) All utilities are connected to County approved systems under an issued County permit;*
- (2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and*
- (3) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.*

ANALYSIS:

General Plan and Zoning

The project is consistent with the General Plan in that it provides for additional housing opportunities and furthers one of the County's goals of providing a variety of housing

opportunities to all economic sectors of the community:

Policy HO-12: Accommodate and encourage development of a full range of housing types in Colusa County.

In respect to the zoning code, the proposed amendment is consistent with other areas of the zoning code and does not require additional amendments to the code. The installation of a Tiny Home would be subject to the normal accessory unit development standards in the zoning district it is located in.

Surrounding Land Use and Compatibility

The amendment allowing the use of Tiny Homes would be compatible with surrounding land uses. Tiny Homes are similar in appearance to modular or mobile homes as opposed to other recreational vehicles such as fifth wheels and camp trailers. State law does not allow the County to distinguish between stick frame construction and mobile and modular homes and these forms of housing are permitted as of right in all zones allowing residential development. Considering the similarities between the Tiny Homes and mobile and modular homes, staff believes there are limited aesthetic differences between these types of housing. While a Tiny Home is smaller, they are designed very attractively. Therefore, the proposal is not considered to have significant impacts to surrounding land uses.

Issues and Concerns

No issues or concerns were identified.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project consists of adding a definition to the zoning code allowing a Tiny Home to be utilized as an accessory dwelling unit. The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of adding a new allowable residential housing type.

SUMMARY

Staff believes that the proposed zoning text amendment will allow for additional housing options for accessory dwelling units. No significant impacts to the environment are anticipated. Based upon the totality of the record, staff is recommending the Planning Commission recommend approval of the proposed text amendment to the Board of Supervisors by approving the attached resolution.

RESOLUTION 21 - 005

**A RESOLUTION OF THE COUNTY OF COLUSA PLANNING COMMISSION
RECOMMENDING THAT THE BOARD OF SUPERVISORS
ADOPT A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03)
ALLOWING THE USE OF TINY HOMES AS A ACCESSORY DWELLING UNIT**

WHEREAS, a Zoning Text Amendment (PD-21-03) has been processed which would allow Tiny Homes, defined by the State as Park Trailers, to be used as a type of accessory dwelling unit;

WHEREAS, said application is consistent with General Plan Goals and Policies;

WHEREAS, Colusa County is the Lead Agency under the California Environmental Quality Act (CEQA) for the project and has determined that a Categorical Exemption is appropriate for the proposed project; and

WHEREAS, a Notice of Intent to adopt the proposed the CEQA Exemption and a Public Hearing Notice for the proposed Zoning Text Amendment (PD-21-02) was noticed and published in accordance with all applicable requirements;

WHEREAS, in accordance with California Government Code sections 65358 and 65850 et seq., the Colusa County Planning Commission conducted a public hearing on the proposed Zoning Text Amendment on May 5, 2021;

WHEREAS, during said hearing, the Planning Commission considered the requested application, the Planning Unit staff report, and all comments and evidence submitted into evidence at the hearing and staff's proposed environmental determination.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, based on its analysis of all evidence and testimony considered at the public hearing, makes the following findings:

1. The proposed project will not impair the integrity and character of the applicable zoning districts where Tiny Homes would be allowed and would not be injurious or detrimental to the health, safety and general welfare of the persons residing or working in the neighborhood, or to the general health, safety and welfare of the County; and
2. The project would not be incompatible with surrounding land uses.

BE IT FURTHER RESOLVED that the Planning Commission makes the following recommendations to the Colusa County Board of Supervisors:

1. Adopt a CEQA Exemption and in doing so:
 - A. Find the Categorical Exemption reflect the independent judgment and analysis of the County, which is the lead agency.

- B. The Planning Commission adopts a Categorical Exemption from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a text amendment to the zoning ordinance
2. Adopt and pass Zoning Text Amendment (PD-21-03) by adopting the draft Zoning Text Amendment as shown on Exhibit "A".

PASSED AND ADOPTED by the Colusa County Planning Commission, State of California, this 5th day of May 2021, by the following vote:

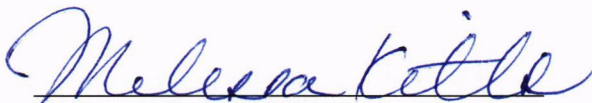
AYES: Commissioners Kirk Pendleton, Dave McCullough, Gail Beduhn, John Troughton, Jr. and Barry Morrell.

NOES: None.

ABSENT: None.


Barry Morrell, Chair
Planning Commission

ATTEST: Greg Plucker
Secretary to the Planning Commission
Director of the Community Development Department


Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM


Jennifer K. Sutton, Senior Deputy
County Counsel

EXHIBIT "A"
ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

ORDINANCE NO. _____

**AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING
A CATEGORICAL EXEMPTION AND ZONING TEXT AMENDMENT (PD-21-03)
TO ALLOW STATE DEFINED PARK TRAILERS (TINY HOMES)
TO BE USED AS AN ACCESSORY DWELLING UNIT**

THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ORDAINS AS FOLLOWS:

SECTION 1.

The provisions of this ordinance are exempt from the California Environmental Quality Act. CEQA pursuant to Title 14, Article 19 of the California Code of Regulations The project is considered exempt from CEQA pursuant to Section 15305(a) Minor Alteration to Land Use Limitations because the project consists of a adding a new allowable residential housing type which is considered a minor land use change.

SECTION 2.

Amends the zoning code of Colusa County by adding a new definition in Section 44.0.10 Definitions as follows:

Tiny Home. A Tiny Home is a structure that meets the definition of a Tiny House in Appendix Q of the 2019 California Residential Code. A Tiny Home (Park Trailer) located outside of a County and State approved Mobile Home and/or Special Occupancy Parks is considered an approved type of accessory dwelling unit if the following criteria are met:

- (1) All utilities are connected to County approved systems under an issued County permit;*
- (2) The wheels and tongue are removed, and the structure is supported by a County approved foundation system for which a building permit has been issued; and*
- (3) Skirting shall be installed which matches/complements the exterior of the structure and screens the underside chassis and foundation system to the satisfaction of the Community Development Director.*

SECTION 3.

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

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Attachment 4

7.1.d

EXHIBIT "A"

ZA #21-02 MAP AMENDMENT BOARD OF SUPERVISORS

Introduced and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the ____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Wendy G. Tyler,
Clerk to the Board of Supervisors

Gary Evans, Chairperson
Board of Supervisors

APPROVED AS TO FORM:

By: _____,
Ann Nordyke, Chief Deputy

David Prentice, Interim County Counsel

Attachment: Attachment 4 Planning Commission Staff Report and Resolution PD-21-03 (6813 : Tiny House Zoning Amendment (PD-21-03))